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### VOL. XXXVIII., No. 21.

## The Solicitors' Journal and Reporter.

LONDON, MARCH 24, 1894.

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### CURRENT TOPICS.

THE CAUSE LIST of Court of Appeal No. 2 for the Easter Sittings is likely to shew a considerable increase in the number of appeals. It seems probable that they will be sufficient to occupy the court for some time after the commencement of the sittings.

THE CAUSE BOOKS of the Chancery Division for the Easter Sittings are made up, and can be seen in the cause clerks' room at the Royal Courts. They shew a good average number of cases before the five judges, and, considering the number of witness actions which have been recently cleared off, indicate some revival of activity in litigation.

WE PRINT elsewhere a new form of disclaimer of leasehold property by a trustee in bankruptcy after notice to landlord, mortgagees, &c., which has been substituted for the form 120a in the appendix to the Bankruptcy Rules, 1886 and 1890. The only change is in the clause at the end of the form stating to whom notice of the disclaimer has been given. The names and addresses of the persons to whom notice has been given are to be stated.

AN EVENING paper recently announced that a specially-prepared paper was to be substituted for parchment in the will-books at Somerset House, and that this paper was to take the place of parchment for probates and letters of administration. On inquiry we are informed that the use of a special paper for the will-books in place of parchment is to be tried, but simply as an experiment. There is no intention, so far as is known, of substituting this paper for parchment in probates or letters of administration. We think that the profession would have something to say to a proposal to abandon parchment for these purposes.

WE HAVE frequently discussed the questions arising with regard to the application of the provisions of section 43 of the Conveyancing Act, 1881, to gifts of personal property. It will be remembered that in *Re Jeffery, Burt v. Arnold* (39 W. R. 234; 1891, 1 Ch. 671) NORTH, J., held that section 43 did not apply after one of several children had attained twenty-one, so as to enable maintenance to be given to the other children who were infants. In *Re Burton* (1892, 2 Ch. 38) CHITTY, J., dissented from this decision; but in *Adams v. Adams* (41 W. R. 329; 1893, 1 Ch. 329) NORTH, J., intimated that he adhered to the view expressed in *Re Jeffery*, although, as in *Adams*,

*Adams*, none of the children had attained twenty-one, it was not necessary for him to decide the question. We report elsewhere one of Mr. Justice CHITTY's admirably luminous judgments (*Re Holford, Holford v. Holford*), in which he declined to follow the opinion expressed in *Adams v. Adams*, and laid it down that the child who first attained twenty-one was simply entitled to receive her share of the capital and accumulations, but not the income of the remaining shares; that such income was applicable during the suspense of vesting to the maintenance of the infants, and that the same doctrine would apply if the class of children had been liable to increase after the testator's death, so long as the class was closed on the eldest child attaining a vested interest. If we may venture to say so, this is the correct view, but it is very inconvenient that two eminent judges should differ upon the point. Cannot Mr. COZENS-HARDY, Q.C., who is apparently nowadays the only practical lawyers' legislator, introduce a short Bill affirming Mr. Justice CHITTY's view?

IN THE CASE of *Tye v. Willoughby* (reported elsewhere) Mr. Justice CHITTY had to deal with a set of no less than twenty-five interrogatories under the rules of November last. It will be remembered that, by the new rule 1 of order 31, in all actions the leave of the court is now necessary for the delivery of interrogatories, and by rule 2, on an application for leave, "the particular interrogatories required to be delivered shall be submitted to the court," and leave is to be given as to such only of the interrogatories as the court "shall consider necessary, either for disposing fairly of the cause or matter, or for saving costs" (see *ante*, pp. 74, 108). This last rule reverses the former practice, under which the applicant was not obliged to produce a copy of the proposed interrogatories (*Martin v. Spicer*, 34 W. R. 589, 32 Ch. D. 392), and the court has to determine as to each interrogatory whether it is necessary for either of the above-named purposes, in which case alone is it entitled to be exhibited. In the above case the court was pressed to hear full arguments in support of each separate interrogatory; but CHITTY, J., observing that the consideration of the interrogatories would occupy the whole day if this were permitted, said that it was impossible to review in detail a quarter of a hundred interrogatories. Reasonable despatch was necessary. The judge was not, under the new rule, to settle interrogatories, but to decide what should be admitted. A judge might use his long experience; in this particular case, the nature of the dispute and the hostile feeling between the parties convinced his lordship that there was no reasonable hope of the applicant getting admissions that would help his case by the interrogatories in question, which the court accordingly rejected. It seems to follow that, in the opinion of CHITTY, J., rule 12 of 1893 does not contemplate, and the court should not permit, a lavish expenditure of judicial time in the execution of the new duty imposed upon it by the rule, and that the court will be guided by the nature and scope of the interrogatories in connection with the general character of the case, without entering on a minute examination either of the interrogatories or the circumstances. Reasonable despatch, as his lordship said, was necessary; so that the rule has to be interpreted in a way that is compatible with this requirement.

TWO POINTS of great legal interest were raised, the one incidentally, the other directly, in *The Ibis case*—(1) Is a man lying under sentence of death a competent witness? and (2) Are unsworn statements made by such persons in the absence of the persons affected by them admissible in evidence after their execution, as declarations against interest? It was suggested in argument, on the authority of an opinion expressed by Mr. Justice LUSH in *Reg. v. Webb* (11 Cox, 133), that the first of these questions must be answered in the negative. But the learned judge stated that he would reserve the point if necessary (a contingency which did not arise), and having regard both to the object of Denman's Act (6 & 7 Vict. c. 48) and its express provision that "no person offered as a witness shall hereafter be excluded, notwithstanding that [he] may have been previously convicted of any crime or offence," we think that the ruling

(so far as it was one) in *Reg. v. Webb* was unsound. Mr. Lockwood, indeed, mentioned a case in which he had been engaged at Liverpool, where a convict under sentence of death was allowed to give evidence as to the alleged ill-treatment of prisoners by a warden. This class of testimony, although competent, would, however, have to be received with great caution. For the respite, which would be a preliminary to its reception, would, in most cases, be converted into a reprieve. The second question is a more difficult one, and although Mr. Justice BARNES gave no formal reasons for his refusal to admit evidence of the alleged incriminating charges made by HARRY RUMBALL against Mr. SMETHURST, we gather from his lordship's observations during the argument that he did so, not because statements of this kind might not be admissible as declarations against interest, but because there was nothing to shew that RUMBALL had any pecuniary interest in the subject-matter of his statements. There is no direct authority on the point, and we shall await with interest the result of its contemplated submission to the Court of Appeal. On grounds of policy we consider the reception of evidence of this kind liable to very serious objection, and we shall not be sorry to see it excluded altogether.

THE MAXIM *In pari delicto potior est conditio possidentis* [or *defendantis*] is well recognized, and has been acted upon in many cases in which the courts have refused to assist one party to an illegal transaction as against the other. But the decision of the Court of Appeal on Friday in last week, in *Re Thomas* (reported elsewhere), shews that this maxim is not of universal application. The point arose thus. An application was made by a client against his former solicitor for an order that the solicitor should deliver a bill of costs and a cash account of moneys paid to him by the client for the purposes of some litigation, and that the bill should be taxed and the account settled by a master. One of the defences set up by the solicitor was, that the work which he had been employed by the client to do was illegal, on the ground of chancery and maintenance, and that, therefore, no assistance ought to be given by the court to either party as against the other. The Court of Appeal (affirming the decision of MATHEW and COLLINS, J.J.) overruled this objection. LINDLEY, L.J., who delivered the judgment of the court, said that it was startling to have such a defence set up by a solicitor and officer of the court against his client, who was invoking the jurisdiction of the court to compel him to deliver his bill of costs and cash account. And the learned Lord Justice made use of the following vigorous language, which deserves to be quoted:—"Is the court to listen to a solicitor who, after acting for and advising his client, and taking his money, is mean enough to denounce him and set up the illegality of the client's conduct as a reason why the court should not call its own officer to account? Or is the court judicially to hold that, although it may strike such a solicitor off the rolls, it cannot legally compel him to do that which every man with a spark of honour would do without hesitation—viz., account to the client who has employed him? We emphatically protest against any such notion. The court expects and exacts a high standard of honour on the part of solicitors to their clients, and ought not to listen, and will not listen, to such a scandalous defence as that set up in this case." His lordship added that the doctrine laid down by Lord MANSFIELD in *Holman v. Johnson* (C. W. 343), and acted upon by the Court of Appeal in *Scott v. Brown* (1892, 2 Q. B. 724), had never been applied, and ought not to be applied, to the exercise of the jurisdiction of the court over its own officers. Solicitors will cordially acquiesce in the high standard thus exacted by the court for the regulation of their conduct, which, indeed, only represents the standard by which, in the great majority of cases, they are guided in their dealings with their clients.

AS WE ALL know, Mr. MUNDELLA is the president of the Government Department which has the control of the winding up of companies. As we also all know, an order was recently made by Mr. Justice VAUGHAN WILLIAMS in the winding up of the New Zealand Loan and Mercantile Agency Co. (Limited) for the public examination, under the Companies (Winding-up)

Act, 1890, of Mr. MUNDELLA and other persons who were directors or officers of the company; that during the present week the learned judge has refused to discharge that order, but that, on application to the Court of Appeal, by consent, the order was discharged, and an order for a public examination partly under section 115 of the Companies Act, 1862, and partly under the Act of 1890 was substituted. We are also aware that Mr. Justice VAUGHAN WILLIAMS took occasion, two or three weeks ago, to state in open court that some doubt seemed to have arisen as to whether the official receivers engaged in winding up companies should take directions from the Board of Trade as to making reports under the Winding-up Act, 1890, s. 8 (2); that in his opinion no such directions should either be given or received; and that in future the official receivers should not consult the Board of Trade, nor ought the Board to give them directions in these matters, but the official receivers should act on their own responsibility. Bearing these facts in mind, there are some passages in the judgment of Mr. Justice VAUGHAN WILLIAMS which call for immediate attention. The first passage is as follows [we quote the *Times* report]:—"So far as the particular report is concerned, it is made in the form in which these reports have invariably been made since I have had experience of such reports—that is to say, without stating in terms the opinion of the official receiver that a fraud has been committed. No disapproval of such a form of report has ever, so far as I know, been expressed by the Board of Trade, nor is this to be attributed to the Board of Trade's taking the view that it has no control over the official receiver in the matter of the presentation of these reports, for the Board of Trade has expressly claimed to control the discretion of the official receivers in this respect. *Indeed, in this very case I was forced to rule that the Board of Trade had no jurisdiction to forbid the presentation by the official receiver of the very report with which I am now dealing, and I thought it my duty, in consequence of this claim by the Board of Trade, to make a declaration in open court as to the limits of the jurisdiction of the Board of Trade in controlling the official receiver.*" Assuming that the learned judge's remarks are correctly reported, the question arises whether any official of the Board of Trade really attempted to forbid or discourage the presentation of the report on which the order for public examination of Mr. MUNDELLA and others was based. If so, who was this official, and on what ground did he claim to forbid the presentation of the report, no objection having, according to the learned judge, been previously raised to reports in similar form? The other passage in the judgment calling for notice is the following:—"The order for winding up was made as long ago as the 21st of July, 1893. The preliminary report was not presented till the 15th of February, 1894, and the further report was presented on the 19th of February, 1894. The statutory meetings of creditors and contributories were necessarily postponed until after the presentation of the preliminary report. *I cannot recognize any sufficient reason for this delay.*" We hesitate to pronounce an opinion on these most serious allegations, made from the judicial bench, until Mr. MUNDELLA and the officers of the Board of Trade have had an opportunity of explaining them.

THE COURT of Appeal, in allowing an order by consent to be made in the case of *Re New Zealand Loan and Mercantile Agency Co. (Limited)*, have lost a good opportunity of settling the form in which the official receiver ought to make his further report under section 8 of the Companies (Winding-up) Act, 1890, with a view to securing the public examination of the promoters and officers of a company in liquidation. The section, after requiring the official receiver to submit a preliminary report as soon as practicable, goes on to provide (sub-section (2)) that he may also, "if he thinks fit, make a further report, or further reports, stating the manner in which the company was formed, and whether in his opinion any fraud has been committed by any person in the promotion or formation of the company, or by any director or other officer of the company in relation to the company since the formation thereof." And the court may (sub-section (3)), "after consideration of any such report, direct that any person who has taken any part in the promotion or formation of the company, or has been a director

or officer of the company, shall attend . . . and be publicly examined." Upon these provisions it has been held by the Court of Appeal that the report need not allege that fraud has been committed by the person to be examined. It is sufficient if it shews that, in the opinion of the official receiver, a fraud has been committed by somebody as specified in sub-section (2), and that the person to be examined comes within the category specified in sub-section (3): *Re Great Kruger Gold Mining Co.* (40 W. R. 625; 1892, 3 Ch. 307) and *Re Trust and Investment Corporation of South Africa (Limited)* (40 W. R. 689; 1892, 3 Ch. 332). Moreover, although it seems to be clear on the words of the statute that the report must contain a distinct expression of the opinion of the official receiver, the reports have always been restricted to stating the facts from which such opinion might be inferred; and this practice was impliedly sanctioned by the Court of Appeal in the second of the cases just referred to. The report was in the usual form, and yet an order for examination was made. In *Re Lazon & Co.* (41 W. R. 62; 1893, 1 Ch. 210) VAUGHAN WILLIAMS, J., considered that such order justified him in holding that the common form of report was correct. "I infer from this," he said, "that the Court of Appeal did not mean that the official receiver need, in his report, say in terms that, in his opinion, fraud had been committed by persons in the promotion or formation of the company; but that it is sufficient if the facts mentioned in the report suggest fraud." Possibly this was a proper inference for the judge of first instance to draw; but it may be doubted whether the Court of Appeal would so have held had their attention been called to the form of the report. The statute is express that the official receiver must state his opinion, and it is only after he has done so that the court can be called upon to interfere. VAUGHAN WILLIAMS, J., observed in the *New Zealand Loan Co.'s case* that, if the official receiver simply stated his opinion, there would be nothing for the court to consider; but probably the section contemplates the statement both of the opinion and of the facts on which it is based. The point was raised in the Court of Appeal, and it is not very easy to see why a decision should have been evaded. If the examination ought to have been made under the Act of 1890 it was a course of very doubtful policy to let the directors off with an examination founded partly on section 115 of the Act of 1862 and partly on the Act of 1890.

#### THE SALE OF GOODS ACT, 1893.

##### II.

*Stipulations as to time.*—In contracts of sale time may or may not be of the essence of the contract. Where the contract relates to land, time is not in equity of the essence of the contract, though it may be made so "by express stipulation between the parties, by the nature of the property, or by surrounding circumstances, shewing the intention of the parties that the contract was to be completed within a limited time" (*per TURNER, L.J.*, in *Roberts v. Berry*, 3 De G. M. & G., at p. 291). But the Judicature Act, 1873, s. 25 (8), by establishing the prevalence of this rule in all courts, did not extend it to contracts for the sale of goods. To apply it to mercantile contracts, said COTTON, L.J., in *Reuter v. Sala* (4 C. P. D., at p. 249), would be dangerous and unreasonable. This *dictum* seems inconsistent with the statement of Lord DENMAN, C.J., in *Martindale v. Smith* (1 Q. B., at p. 395), that in a sale of chattels time is not of the essence of the contract, unless it is made so by express agreement, but he was there referring to a stipulation as to time of payment, and to this extent Lord DENMAN's decision is now embodied in the rule that "unless a different intention appears from the terms of the contract, stipulations as to time of payment are not to be deemed to be of the essence of a contract of sale" (section 10). Whether any other stipulation as to time is of the essence of the contract or not depends, it is further provided, "on the terms of the contract." The rule, therefore, differs from the rule as to land in that there is no presumption either way, but it may be doubted whether a sufficient indication of the intention of the parties will always be afforded by the terms of the contract. Perhaps the section would have been better expressed had it made the matter

depend not only on the language of the contract, but also on the circumstances (see *Benj. on Sale*, p. 583).

*Conditions and warranties.*—A stipulation in a contract of sale may either be an essential part of the contract or merely a collateral undertaking. In the former case it is a condition precedent, and upon a breach of it the contract may be treated as repudiated; in the latter case it is a warranty, and the only remedy is in damages. Whether the stipulation falls within the one category or the other is purely a matter of the construction of the contract, and section 11 (1) (b) provides to this effect. But the contract must be construed with reference to the surrounding circumstances (*Behn v. Burness*, 3 B. & S., at p. 756). If, however, one party has accepted a substantial part of what was to be performed in his favour, he is precluded from treating a breach of a stipulation as a breach of a condition precedent, and his only remedy is in damages. In other words, the condition precedent changes its character, and becomes a warranty. And there can be no condition precedent, but only a warranty, where the contract is for the sale of specific goods, so that the property passes at once (*Behn v. Burness*, 3 B. & S., at p. 755). But in either case provision to the contrary may be made in the contract either expressly or by implication (*Bannerman v. White*, 10 C. B. N. S. 844). These principles are embodied in section 11 (1) (c). The following section precludes further discussion of the question, formerly so much debated, whether the seller of a chattel warrants that he is the owner of it. Such warranty may be implied from his conduct, and it is natural to hold that the mere act of sale is sufficient for the purpose. In modern times accordingly (*Morley v. Attenborough*, 3 Ex. 500) the tendency has been to hold that the seller impliedly warrants his title, and recently *Edwards v. Pearson* (6 Times L. R. 220) was decided upon this ground. Section 12 makes the law more explicit by introducing, not merely an implied condition that the seller has a right to sell, but also implied warranties for quiet possession and for freedom from incumbrances.

*Sale by description and sale by sample.*—“Where there is a contract for the sale of goods by description, there is an implied condition that the goods shall correspond with the description” (section 13). In *Chanter v. Hopkins* (4 M. & W., at p. 404) Lord ABINGER, C.B., protested against the notion that this was a case of warranty. “If a man offers to buy peas of another, and he sends him beans, he does not perform his contract; but that is not a warranty; . . . the contract is to sell peas, and if he sends him anything else in their stead, it is a non-performance of it.” Throughout these sections the draftsman has carefully distinguished between conditions and warranties. And if the sale is by sample as well as by description, it is not sufficient that the bulk of the goods corresponds with the sample if the goods do not also correspond with the description. The latter part of section 13, which is to this effect, embodies the decision in *Nichol v. Godts* (10 Ex. 191). In the case of sales by sample, it has always been held that there is an implied condition that the quality of the bulk shall equal the quality of the sample (*Benj. on Sales*, p. 640), and that the buyer shall have a fair opportunity of comparing the bulk with the sample (*Lorymer v. Smith*, 1 B. & C. 1). And the buyer may also reject the goods if there is a hidden defect not discoverable on examination of the sample (*Heilbutt v. Hickson*, 7 C. P. 438; *Drummond v. Van Ingen*, 12 App. Cas. 284). These rules are reproduced in section 15.

*Implied conditions as to quality or fitness.*—Section 14 reproduces the rule of *caveat emptor* with regard to the quality or fitness of goods purchased, but subject to the exceptions which have been engrafted on the rule, and which have to a large extent nullified it. *Prima facie* “there is no implied warranty or condition,” so the section runs, “as to the quality or fitness for any particular purpose of goods supplied under a contract of sale.” The exceptions are stated to be threefold. First, “where the buyer, expressly or by implication, makes known to the seller the particular purpose for which the goods are required, so as to shew that he relies on the seller's skill or judgment, and the goods are of a description which it is in the course of the seller's business to supply (whether he be the manufacturer or not), there is an implied condition that the goods shall be reasonably fit for such purpose.” This rule, established by *Jones v. Bright* (5 Bing. 533) and *Brown*

v. *Edgington* (2 Man. & Gr. 279), was approved by the House of Lords in *Drummond v. Van Ingen* (*supra*). But the exception does not apply in the case of a contract for the sale of a specified article under its patent or other trade name. In such a case the seller performs his part of the contract by sending the article described, and it is no concern of his whether it answers the purpose of the buyer (*Chanter v. Hopkins*, 4 M. & W., at p. 406; *Ollivant v. Bayley*, 5 Q. B. 288). Secondly, “where good are bought by description from a seller who deals in goods of that description (whether he be the manufacturer or not), there is an implied condition that the goods shall be of merchantable quality; provided that if the buyer has examined the goods there shall be no implied condition as regards defects which such examination ought to have revealed.” This rule, stated by Lord ELLENBOROUGH in *Gardiner v. Gray* (4 Camp. 144), was considered and affirmed in the elaborate judgment of the Queen's Bench delivered by MELLOR, J., in *Jones v. Just* (L. R. 3 Q. B. 197). “It appears to us,” he said, “that in every contract to supply goods of a specified description which the buyer has no opportunity to inspect, the goods must not only, in fact, answer a specific description, but must also be saleable or merchantable under that description.” Thirdly, “an implied warranty or condition as to quality or fitness for a particular purpose may be annexed by the usage of trade.” This exception from the general rule is founded on *Jones v. Bowden* (4 Taunt. 847).

#### LEGISLATION IN PROGRESS.

HOUSE OF LORDS.—The Copyhold (Consolidation) Bill, the Supreme Court of Judicature (Procedure) Bill, and the Quarter Sessions (Mid-summer) Bill, have each been read a second time in the House of Lords.

TRUSTEE ACT, 1893.—By the Trustee Act, 1893 (Amendment) Bill, which has been introduced by Mr. WILLIAM KENNY and read a first time, it is proposed to extend to the High Court in Ireland the powers conferred on the High Court in England by section 41 of the principal Act to make vesting orders as to all land and personal estate in Her Majesty's dominions except Scotland.

#### REVIEWS.

##### BOOKS RECEIVED.

Outlines of the Law of Torts. By RICHARD RINGWOOD, Esq., M.A., Barrister-at-Law. Second Edition. Stevens & Haynes.

A Summary of the Law of Torts; on Wrongs Independent of Contract. By AETHUR UNDERHILL, M.A., LL.D., Barrister-at-Law; assisted by HUBERT STUART MOORE, Barrister-at-Law. Sixth Edition. Butterworths.

The Law and Practice of the Court of Record for the Hundred of Salford, in the County of Lancaster. With an Appendix containing the Salford Hundred Court of Record Act, 1868, and the Rules of the Court. By J. HARVEY SIMPSON, Solicitor. Second Edition. Meredith, Ray, & Littler, Manchester.

The Sale of Goods Act, 1893, with Notes. By FRANK NEWBOLT, Barrister-at-Law. Sweet & Maxwell (Limited).

“The Reports, 1893.” Decisions of the House of Lords, Privy Council, Probate, Divorce, and Admiralty Division, and Court of Appeal therefrom. Edited by JOHN MEWS, Barrister-at-Law. With an Introductory Notice by Sir FREDERICK POLLOCK, Bart. 5 Vols. Published for “The Reports” Co. by Sweet & Maxwell and Eyre & Spottiswoode.

A Handy Book of the Law of Trustees, their Duties and Liabilities. With the Trustee Act, 1893. By R. DENNY URLIN, Barrister-at-Law. New and Revised Edition. Effingham Wilson & Co.

#### CORRESPONDENCE.

##### THE “LAW LIST.”

[To the Editor of the *Solicitors' Journal*.]

Sir.—The profession will be startled to find that in the *Law List* just issued the publishers have inserted a list of “chartered accountants.” This insertion of the names of a class who have no legal

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status whatever in a list devoted to the profession of the law is an impropriety which ought not to be tolerated.

No doubt the inducement to the publishers to add this list is to increase the circulation of their book by the number of chartered accountants who practise (whatever that number may be), and the accountants have bought this concession at the price of their patronage.

The Incorporated Law Society should be urged to deal with this matter, and the whole profession should vigorously protest against the intrusion.

LEX.

## COUNTY COURT REFORM.

[To the Editor of the *Solicitors' Journal*.]

Sir,—I have read with considerable interest the letter of your correspondent "E. J. T." in your last week's issue, and should like to add my experience of a metropolitan county court as regards service of process requiring to be served personally (including therein default summonses as well as judgment summonses).

In October, 1890, I issued a default summons out of a local county court for service by a metropolitan court, and although I furnished both the residence and place of employment of the defendant, the plaintiff's son had to make a special journey to London to serve it himself, after obtaining leave for that purpose.

In the January following I issued a judgment summons, and this being accompanied by conduct money was (it is true) served by the officials.

Subsequently I had occasion to issue another judgment summons, and there was at least one month's delay before this was served.

This judgment summons was followed by a commitment, to which a return was made "that the bailiff was unable to meet with the defendant," and on inquiry I was told that his employers would not allow the bailiff access to their premises for the purpose. On reference to them, however, they repudiated the charge, and expressed their willingness to render every assistance, and eventually the defendant was lodged in gaol, this was in February, 1893.

In February of this year I issued a judgment summons in respect of subsequent instalments in the same action, which was returned unserved, alleging the same reason, and on complaint I was met with the same excuse, that they were not allowed on the premises to serve this man, whom they had arrested a year previously in the same action by his employer's connivance. After complaining to the Treasury I was told that "special efforts" would be made, and the summons has now been served.

I entirely concur with your correspondent E. J. T. as to the grievance he complains of, and should be glad to assist him in any movement to remedy it, and I would add that there seems a necessity for extra energy on the part of the Treasury in enforcing the rule (ord. 2, r. 21), "that default summonses should be served with all practicable speed."

COUNTRY SUBSCRIBER.

[To the Editor of the *Solicitors' Journal*.]

Sir,—In addition to the suggestions of E. J. T., published in your issue of the 17th inst., there are two other reforms which at once occur to me.

1. Why should not the practice on a default summons be assimilated to that on a specially-indorsed writ, by making it incumbent on defendant to shew by affidavit a defence on its merits? The plaintiff files an affidavit before issuing, why not the defendant? The present practice of permitting defendant merely to give notice of defence practically nullifies the whole procedure, so far as making it a more simple remedy than by ordinary summons is concerned.

2. Again, the solicitor's scale costs as allowed (confining oneself to claims below £5 and £10) are simply ludicrous—4s. and 8s. respectively for preparing particulars, and 7s. and 10s. respectively for preparing for and attending trial, perhaps half a dozen witnesses, and no end of law involved. Why, the same scale allows 7s. 6d. to 15s. for tradesmen, clerks, and yeomen attending as witnesses, and 7s. 6d. to an artizan or journeyman, 6d. more than the solicitor is allowed in £5 claim for preparing for and attending trial.

It is said that the rules are drawn by members of the bar, and that therefore we solicitors must not expect any other, as it would be against the interest of the bar; but I should rather believe it was a want of thought and practical knowledge of the work we have to do, as suggested by E. J. T.

R. N. R.

March 20.

## THE "LAW REPORTS."

[To the Editor of the *Solicitors' Journal*.]

Sir,—May I call your attention to a very obvious blunder in the *Law Reports*, Chancery Division, 1894, Vol. I., Part III., March, p. 257, 258, where, in the report of Mr. Justice Kekewich's judgment in *Re*

*Somerset, Somerset v. Earl Poulett*, the learned judge is made to say what he certainly never could have said.

Instead of as it now stands, the passage should, of course, run:—"There will be a declaration as between the infant plaintiffs and the defendants that the investment by the defendants and Mr. Granville Somerset of the £34,612 was a breach of trust, and that the defendants are jointly and severally liable to make good to the trust estate the difference between £28,000, which is the largest sum which might properly have been advanced by the trustees on the security, and the £34,612, the sum actually advanced."

The absence of any correction of the mistake must be my excuse for troubling you with this letter.

ARTICLED CLERK.

March 19.

[The report of Mr. Justice Kekewich's judgment in 41 *WEEKLY REPORTER*, at page 541, gives the passage as, "That the defendants are jointly and severally liable to make good to the trust estate the difference between the sum actually advanced on the security of the property and £28,000, which is the largest sum," &c.—ED. S. J.]

## NEW ORDERS, &amp;c.

## THE BANKRUPTCY ACTS, 1883 &amp; 1890, AND THE BANKRUPTCY RULES, 1886 &amp; 1890.

## FORM OF DISCLAIMER OF LEASEHOLD PROPERTY.

PURSUANT to Clause 2, of Rule 5, of the Bankruptcy Rules, 1886 & 1890, the Board of Trade hereby substitute the form of Disclaimer of Leasehold Property, after Notice to Landlord, Mortgagors, &c., set out at the foot hereof, in lieu of the existing Form No. 120A, in the Appendix to the Bankruptcy Rules, 1886 & 1890, and henceforth the substituted form shall be the Form No. 120A in the Appendix of Forms referred to in the said Rules.

Dated this 16th day of March, 1894.

By order of the Board of Trade.

JOHN SMITH, Inspector-General in Bankruptcy, authorized in that behalf by the President of the Board of Trade.

No. 120A.

Disclaimer of Leasehold Property after Notice to Landlord, Mortgagors, &c.

(Title)

Pursuant to notice, dated the day of , addressed to (a.) I the Trustee of the property of the above-named bankrupt, hereby disclaim the lease, dated the day of , 18 , whereby (b) were let to (c.) at a rent of £ for a term of

Notice of this disclaimer has been given to (d.)

Dated this day of , 18 .

, Trustee.

Address

(a.) Here insert names and addresses of persons to whom notice of intention to disclaim has been given.

(b.) Here insert particulars of demised property.

(c.) The above-named bankrupt or as case may be.

(d.) Insert names and addresses of persons to whom notice of disclaimer has been given.

## CASES OF THE WEEK.

## Court of Appeal.

## JACOBS v. CRUSHA AND OTHERS—No. 1, 20th March.

PRACTICE—PERSON SUING IN FORMA PAUPERIS—NO SOLICITOR ASSIGNED—RIGHT TO SERVE NOTICE OF MOTION—R. S. C., XVI, 29.

Appeal from an order of the Queen's Bench Division. The plaintiff had been admitted to sue in *forma pauperis*, but no counsel or solicitor had been assigned to him. When the action came on for trial the plaintiff did not appear, and Charles, J., struck the case out of the list. The plaintiff thereupon applied to Charles, J., to reinstate the case, and the learned judge made an order giving the plaintiff leave to reinstate the case upon paying £5 to the defendants for the costs thrown away. The plaintiff served notice of motion, signed by himself, by way of appeal, to the Divisional Court, asking that the case should be reinstated without any terms as to payment of costs. The Divisional Court (Cave and Wright, J.J.) held that under ord. 16, r. 29, the notice of motion must be signed by a solicitor, and dismissed the appeal. The plaintiff appealed. By ord. 16, r. 29, "no notice of motion shall be served . . . on behalf of any person admitted to sue or defend as a pauper, except for the discharge of his solicitor, unless it is signed by his solicitor."

The Court (LORDS and DAVY, L.J.J.) dismissed the appeal, but not upon the ground upon which the Divisional Court acted.

LORDS, L.J.J., said that the plaintiff was admitted to sue in *forma pauperis*, but had no counsel or solicitor assigned to him under ord. 16, r. 26. When the case came on for trial the plaintiff was not in attendance, but the

defendants were, and Charles, J., struck it out. Charles, J., subsequently ordered the case to be reinstated upon the plaintiff paying to the defendants £5 for the costs thrown away. The plaintiff appealed from that order to the Divisional Court, who dismissed the appeal upon the ground that the notice of motion was not signed by a solicitor, and that, therefore, the plaintiff could not be heard. The case of *Tucker v. Collinson* (34 W. R. 354, 16 Q. B. D. 562) was not cited to the Divisional Court. The effect of that decision was that ord. 16, r. 29, only applied where a solicitor had been assigned to the pauper, and the words "his solicitor" in the rule seemed to imply that the rule only applied in such a case. Therefore the Divisional Court was wrong in holding that the plaintiff was precluded from making his motion. It was then said that, as the plaintiff was suing *in forma pauperis*, Charles, J., had no right to make him pay any costs. But the authorities, and especially the case of *Foster v. Bank of England* (2 D. & L. 790), shewed that the principle was that if a pauper was asking for an indulgence, the court had jurisdiction to impose terms upon him as the price of the indulgence. When the pauper made default and thereby imposed costs upon the other party, if he wished to escape from that default it was fair to make him recoup the other party for the expense he had caused as the price of granting him the indulgence. Therefore, Charles, J., had jurisdiction to impose the terms he did, and it was right and proper for him to have imposed them.

DAVEY, L.J., concurred.—COUNSEL, *Reginald Brown* and *A. Powell*. SOLICITORS, *Avery & Co.*

[Reported by W. F. BARRY, Barrister-at-Law.]

### High Court—Chancery Division.

TYE v. WILLOUGHBY—Chitty, J., 16th March.

PRACTICE—DISCOVERY—INTERROGATORIES—R. S. C., XXXI., 1, 2—R. S. C., NOVEMBER, 1893, rr. 11, 12.

This was a motion on behalf of the defendant to allow certain interrogatories for the examination of the plaintiff which had been disallowed in chambers. The action was to recover a commission claimed by the plaintiff for services in connection with the work of the Mashonaland Exploration Syndicate in South Africa. The interrogatories were originally twenty-five in number, but many were disallowed. It was argued for the defendant that the interrogatories would secure admissions, and thereby save costs, including possibly the costs of a commission to South Africa, and ought, therefore, to be allowed, and *Attorney-General v. Gaskill* (30 W. R. 558, 20 Ch. D. 519), the new rules, 11 and 12, of 1893 as to interrogatories, and ord. 31, rr. 1, 2, were referred to. By rule 12 of 1893: "In an application for leave to deliver interrogatories, the particular interrogatories proposed to be delivered shall be submitted to the court or judge. . . . Leave shall be given as to such only of the interrogatories submitted as the court or judge shall consider necessary for disposing fairly of the cause or matter or for saving costs."

CHITTY, J., said that the court must act with some decision. It was impossible for it to review in detail twenty-five interrogatories, and go through each objection. Reasonable despatch was necessary. Formerly there was a right to deliver interrogatories in cases of breach of trust and fraud, but now leave must always be obtained. The judge was not under the new rule 12 of 1893 to settle interrogatories, but to decide what should be admitted. The more important part of the rule was that which referred to the interrogatories saving costs. In his lordship's opinion, founded on his long experience in such cases, there was no reasonable hope of saving costs by getting admissions in answer to the rejected interrogatories, and he must refuse the application without going through them all in detail.—COUNSEL, *Upjohn*; *J. D. Crawford* and *Craig*. SOLICITORS, *Dawson, Bennett, & Dawson*; *Kemble & Co.*

[Reported by J. F. WALEY, Barrister-at-Law.]

Re HOLFORD, HOLFORD v. HOLFORD—Chitty, J., 15th March.

INFANTS—MAINTENANCE—CONTINGENT CLASS—VESTING OF ONE SHARE—CONVEYANCING ACT, 1881 (44 & 45 VICT. c. 41), s. 43.

By his will, dated 1888, a testator, who died in the same year, gave his residue, consisting of a mixed fund made up of personal estate and the proceeds of sale of real estate, to trustees upon trust for the child or children of Thomas Holford living at the testator's death and who should attain the age of twenty-one years in equal shares, if more than one, and if but one the whole to be in trust for that one child. The will contained no maintenance clause. At the testator's death six children of Thomas Holford were living, all infants. The eldest child, a daughter, had recently attained her majority. She had married and had settled her interest under the will, and she and the trustees of her settlement now claimed—first, her sixth share of the original estate and of accumulations to the extent of £40,000 made during her minority; secondly, the whole of the income of the residuary estate, about £10,000 per annum, accruing from the time she came of age until the next child came of age, and from that time half the said income until another child came of age, and so on; thirdly, the income of the accumulated fund in like manner. Counsel for the infant children relied on section 43 of the Conveyancing Act, 1881, which provides, *inter alia*, that where any property is held by trustees in trust for an infant contingently on his attaining the age of twenty-one years the trustees may apply the income of that property towards the infant's maintenance, and shall accumulate the residue of that income and hold the accumulations for the benefit of the person who ultimately becomes entitled to the property from which the same arise. Counsel for the daughter relied on *Shepherd v. Ingram* (Amb. 448), *Mills v. Norris* (5 Ves. 335), *Scott v. Earl of Scarborough* (1 Beav. 154), *Furneaux v. Rucker*

(W. N., 1879, p. 135), and *Re Jeffery* (39 W. R. 234; 1891, 1 Ch. 675, North, J.), doubted by Chitty, J., *obiter*, in *Re Burton* (1892, 2 Ch. 38, 49 W. R. Dig. 97), but approved again by North, J., *obiter*, in *Re Adams* (41 W. R. 329; 1893, 1 Ch. 329), and contended that until the eldest daughter came of age the unapplied income—i.e., the accumulations—went straight into capital. After that the adults became entitled to the future income.

CHITTY, J., said the gift was to a contingent class which was not capable of increase after the testator's death. The daughter admitted that the whole of the accumulations till she attained twenty-one went into capital under section 43 of the Conveyancing Act, and she only claimed one-sixth of those accumulations. The effect of her claims and disclaimer was anomalous. A line was arbitrarily drawn on her coming of age, no such line being drawn expressly or by implication by section 43. On the contrary, the unclaimed five-sixths of the capital and accumulations were still held by the trustees for infants contingently on their attaining the age of twenty-one years, and his lordship was unable to see why section 43 did not apply to those five-sixths. The daughter, however, relied on particular authorities as settling a rule of construction in her favour. The testator's intention was plain that all children attaining twenty-one were to take the capital equally, and as the income of a trust residue followed the capital the intention was that each child should take the income of the aliquot share of capital to which he or she ultimately became entitled. The priority was conferred on the child who first attained twenty-one, and to hold that such child took the whole income would be a departure from the manifest intention of equality. The leading authorities on income following the capital were *Geneney v. Fitzgerald* (Jac. 468) and *Earl of Bective v. Hodges* (12 W. R. 625, 10 H. L. C. 656). The common order in these cases where the fund was in court was to pay out the share of the child who had attained twenty-one and carry over the residue in shares to the separate contingent accounts of the infants, with a direction to accumulate the interest on each share carried over, costs coming out of the general fund, as the order was for the common benefit. This was the opinion of the registrars on the point, and Mr. Lavie had produced three precedents. Stirling, J., had had the point before him in chambers more than once since *Re Adams* was decided, and had offered to adjourn it into court. Counsel, however, had preferred to take his decision in chambers, and he had declined to follow *Re Adams* so far as it indicated an opinion against the infants, or to order payment of the whole income to the child who had attained twenty-one. His opinion had been acquiesced in. His lordship (Chitty, J.) had adopted a similar course in chambers, with a similar result. The cases cited for the eldest daughter were all (except *Re Adams* and *Furneaux v. Rucker*) cases in which the class was liable to future increase, and underlying them there seemed to be an analogy to the rule of convenience adopted in *Whitbread v. St. John* (10 Ves. 152) in regard to the distribution of capital, a rule which his lordship, in *Re Wenmoth* (36 W. R. 409, 37 Ch. D. 266), declined to apply to a gift of income. *Shepherd v. Ingram* was distinguishable, as the interests vested at birth. In *Mills v. Norris* the will was special, and the class was liable to increase. In *Scott v. Scarborough* the will was very peculiar, and to a certain extent inconsistent. *Furneaux v. Rucker* was a case of a specific bequest of leasehold property on a contingency, and the rule being that such a gift does not carry intermediate income, the income fell into the residue until one of the class came of age, when Jessel, M.R., held that the child who came of age took the income from that date. But in that case the income did not follow the capital during the suspense of vesting, but fell into the residue. For these reasons his lordship found himself constrained to decline to follow *Re Adams* so far as an opinion was there expressed that children on attaining vested interests would be entitled thenceforth to the whole income as against those who, being still infants, had merely a contingent interest in the capital. The decision in *Re Jeffery* still appeared to his lordship, as it did when he decided *Re Burton*, not inconsistent with the opinion he had formed as to such a gift as the one before him. He held, therefore, that the eldest daughter was simply entitled to receive her sixth share of the capital and accumulations, but not to the income of the remaining five-sixths. The latter income was applicable during the suspense of vesting to the maintenance of the infants. His lordship's opinion would have been the same if the class had been liable to increase after the testator's death so long as the class was closed on the eldest child attaining a vested interest.—COUNSEL, *Farwell*, Q.C., and *Davenport*; *Byrne*, Q.C., and *G. P. C. Lawrence*; *J. W. Cunliffe*; *H. F. Wilson*. SOLICITORS, *Cunliffe & Davenport*; *Sutton, Ommanney, & Rendall*.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

Re MERCER, BELL v. WITTS—Chitty, J., 20th March.

TRUSTEE—APPOINTMENT—NEW TRUSTEE—CONDITION IN POWER—TWO TRUSTEES TO BE ALWAYS KEPT UP—APPOINTMENT OF ONE WHERE TWO REQUIRED—INTENTION TO FILL UP NUMBER—INVALIDITY.

Arnold, the executor of the surviving trustee of a will, appointed himself and Witts trustees in the room of A. B. and C. D., respectively deceased. A. B. and C. D. were the original trustees, and the appointment was made under a power giving the executor of the survivor power to appoint "any other fit person or persons to supply the place of the trustee or trustees respectively so dying, &c., so that two trustees be always kept up while any of the trusts of the will remained to be performed." On a summons in chambers, this appointment was held bad as to Arnold, on the authority of *Re Skeats' Settlement* (42 Ch. D. 522, 38 W. R. Dig. 202), but good as to Witts. Witts proposed to fill up the number by appointing Arnold. This was a motion to set aside the order so far as it declared the appointment of Witts valid. Counsel for the applicants relied on *Hulme v. Hulme* (2 My. & K. 682) and *Earl of Lonsdale*

v. Beckett (4 Dr. & S. 73), and contended that the appointment of only one trustee was bad. Counsel for the respondents admitted that one trustee could not be appointed in the place of two, but contended that, as Witts was appointed in the place of C. D., the appointment was *pro tanto* good. Of course, another trustee must be appointed, but it would be extremely inconvenient to hold that, under a direction to keep up the number of trustees to a certain figure, there must always be a simultaneous appointment of the number required. Witts was about to appoint another trustee in any case, and if the court objected to Arnold under the circumstances, he would select someone else.

CHITTY, J., said the condition in the will was such that there was no power to appoint one trustee in the events that had happened. The effect of the deed of appointment was to appoint one trustee, the appointment of Arnold being bad. He was therefore of opinion that Witts was not well appointed. There was, it was true, an intention to exercise the power properly by appointing two trustees, but his lordship was bound to look at the legal operation of the deed of appointment, and make a strict order declaring it wholly void.—COUNSEL, Eve; Beaumont. SOLICITORS, Swepstone & Stone; Kingsford, Dorman, & Co., for Arnold & Son, Birmingham.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

### Winding-up Cases.

RE NEW ZEALAND LOAN AND MERCANTILE AGENCY CO. (LIM.)—Vaughan Williams, J., 19th March.

COMPANY—WINDING UP—PUBLIC EXAMINATION—PRIMA FACIE CASE OF FRAUD—DIRECTORS—OFFICIAL RECEIVER—REPORT OF—BOARD OF TRADE—COMPANIES (WINDING-UP) ACT, 1890 (53 & 54 VICT. c. 63), s. 8, SUB-SECTIONS (1) (2) (3)—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), s. 115.

This was a motion for the discharge of an order made in the winding up of the above-named company for the examination of certain persons who had been directors or officers of the company. The official receiver had made a report under section 8 of the Companies (Winding-up) Act, 1890, which did not expressly state that in the opinion of the official receiver fraud had been committed by any director or other officer of the company in relation to the company since its formation (Companies (Winding-up) Act, 1890, s. 8, sub-section (2)). The report, however, stated that the directors or some of them had issued prospectuses inviting applications for debentures which were misleading and known to be misleading, and that the directors or some of them on behalf of the above-named company had entered into a series of transactions with another company not *bond fide* in the interests of the above-named company, but in some other interest, and to the detriment of that company.

VAUGHAN WILLIAMS, J., dismissed the application with costs, and in dealing with the facts stated in the report said that it appeared that shortly after the formation of the company in 1865 the directors began issuing prospectuses inviting applications for debentures, which prospectuses were so worded as to indicate that the debentures were secured on the property of the company. In the form actually issued the debentures gave no security of that kind at all. In 1879 the board took counsel's opinion and were advised as to the misleading character of the prospectuses, and were recommended to take certain steps to put the matter on a proper basis, so that there could be no possibility of misunderstanding. The directors, however, continued to issue the prospectuses and forms of application as before, substituting only for the word "upon" the word "by," a small change of words which did not in the slightest degree meet the requirements mentioned by counsel. Further, it was also stated subsequently that the debenture stock was secured by trust deed, which was quite contrary to fact. In fact, no debenture stock so issued gave to the subscribers any charge on the assets of the company, with the result that, as a consequence of the course pursued, a large part of the existing debenture-holders found themselves the holders of debentures wholly unsecured and postponed accordingly in the liquidation. The only conclusion he could come to on the matter was that whoever issued the prospectuses intended to mislead the subscribers and framed the prospectus accordingly, and that the subscribers were in fact thereby deceived. In regard to the series of transactions between the two companies, one person at least, who was director of both companies, benefited to such an extent as to establish in his lordship's opinion a *prima facie* case of fraud against him. On the law governing the case his lordship made the following observations: The report had been made in the form in which these reports had invariably been made since his lordship had had experience of such reports—i.e., without stating in terms the opinion of the official receiver that a fraud had been committed. No disapproval to such a form of report had ever been expressed by the Board of Trade. This was not to be attributed to the Board's taking the view that it had no control over the official receiver in the matter of the presentation of these reports, for the board had expressly claimed to control the discretion of the official receiver in the matter of these reports. Indeed, in this very case he had to rule that the Board of Trade had no jurisdiction to forbid the presentation by the official receiver of the very report with which his lordship was now dealing, and he thought it his duty, in consequence of this claim by the Board of Trade to make a declaration in open court as to the limits of the jurisdiction of the Board of Trade in controlling the official receiver. He thought, moreover, there was a great deal to be said in favour of that form of report which presented to the court rather the facts which raised the presumption of fraud than the conclusion at which the official receiver had arrived. It was plain that the object of the section was that there should be a public investigation to ascertain whether or not a fraud had in fact been committed. Before that investigation by public examination could be ordered, the official receiver must make a report as men-

tioned in section 8, sub-section (2), of the Act of 1890, that "in his opinion" fraud had been committed. This his lordship thought must mean, not that he had formed a conclusion of fact, for there had to be an investigation as to that, but that there were facts which, unanswered and unexplained, raised a *prima facie* case of fraud. If the official receiver simply stated his opinion that a fraud had been committed, and stated no facts or grounds on which he based his opinion, he did not think a judge should, on consideration of such a report, make any order for public examination. The Legislature might, if it had wished, have made the simple expression of opinion by the official receiver conclusive, but the court was required to exercise a discretion. In order to exercise that discretion the court must have the facts laid before it upon which to form its judgment. The opinion of the official receiver that there were facts upon which it was right for the court to exercise its discretion was sufficiently stated by his making the further report, and applying for an order directing the public examination of the parties whose names appeared in the schedule. The aim of the Legislature might have been to prevent the court being hampered at this preliminary stage and on an *ex parte* inquiry by strict rules of evidence, which, if rigidly applied, might in many cases, and perhaps in most, prevent any *prima facie* case being made out at all. The only criticism which his lordship had to make on the conduct of the official receiver was that he had delayed his report too long. In his opinion the official receiver had no discretion to postpone the performance of his statutory duty. An offer had been made at the bar that the applicants would submit themselves for examination under section 115 of the Companies Act, 1862. That offer was, he thought, altogether beside the mark. An examination under that section was private, not public, and in ordinary course the depositions were only accessible to the official receiver. As to the motion itself, the cases of *Re Great Kruger Gold Mining Co.* (40 W. R. 625; 1892, 3 Ch. 307) and *Re Trust and Investment Corporation of South Africa*, and *Re Bertram Luipard's Vlei Gold Mining Co.* (40 W. R. 689; 1892, 3 Ch. 332) had defined the conditions precedent to the right or jurisdiction of the judge to make an order for public examination. These cases shewed that the persons ordered to be examined must be persons answering the description in section 8, sub-section (3), of the Act of 1890, and for that there should be some report to the effect that fraud had been committed in the promotion or formation of the company, or in relation to the company since the formation thereof. These cases, further, made it clear that the report need not shew that some fraud had been committed by the persons to be examined, and that the official receiver need not state in terms his opinion or conclusion that there had been fraud. It was sufficient if the facts stated in the report shewed that there had been. The question, therefore, in the present case was, Did the facts stated in the report support a *prima facie* case of fraud, or, in other words, was the natural inference from the facts stated therein, if left unanswered and unexplained, that fraud had been committed. His lordship was of opinion that a *prima facie* case of fraud had been made out against one of the directors, therefore he hoped that the result of the examination would be to clear all the directors entirely from suspicion attaching to their proceedings. Whether or not the *prima facie* case of fraud, which, in his opinion, had been clearly made out, was borne out by the investigation, the report at all events revealed a state of things which demanded rigid examination, and this he thought the directors, conscious of their own innocence, would earnestly desire, in order that there might be an immediate public inquiry.

The case came on before the Court of Appeal (LINDLEY, KAY, and A. L. SMITH, L.J.J.) on March 20, when the following order was made by consent:—

By consent discharge the order appealed from as to the persons consenting, and let a public examination before the court, or such person as the court may direct, be held for examination of the persons named in the schedule, with liberty for the official receiver and any creditor or contributory to take part in such examination, putting only such questions as the court shall allow. Notes of such examination to be taken down in writing, and to be read over to or by, and signed by, the person examined, which may thereafter be used in evidence against him. With liberty to apply.—COUNSEL, Sir Henry James, Q.C., and Ingle Joyce; Finlay Q.C., and Howard Wright; R. Bray. SOLICITORS, Hollams & Co.; Freshfields & Williams; Rooper & Whately.

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

### High Court—Queen's Bench Division.

THE QUEEN v. THE JUSTICES OF MERTHYR TYDFIL—19th March.

CRIMINAL LAW—OFFENCE AGAINST GIRL BETWEEN THE AGES OF THIRTEEN AND SIXTEEN—OCCUPIER OF PREMISES SUFFERING GIRL TO BE IN SUCH PREMISES FOR THE UNLAWFUL PURPOSE—CRIMINAL LAW AMENDMENT ACT, 1885 (48 & 49 VICT. c. 69), s. 6.

This was an application for a rule  *nisi* for a *mandamus* to the justices of Merthyr Tydfil calling on them to shew cause why they should not issue a summons against a woman under section 6 of the Criminal Law Amendment Act, 1885, which provides that "any person who, being the owner or occupier of any premises . . . knowingly suffers any girl of such age as is in this section mentioned to resort to or be in or upon such premises for the purpose of being unlawfully and carnally known by any man, whether such carnal knowledge is intended to be with any particular man or generally . . . if such girl is or above the age of thirteen and under the age of sixteen years shall be guilty of a misdemeanour." The facts in this case were shortly as follows: A man named Lloyd was charged before the justices with an offence under section

5 of the Act, committed with a girl aged fifteen, the daughter of the woman against whom it was now sought to proceed. The chief evidence against Lloyd was that of the woman in question, who proved that she, having reason to believe that Lloyd had had unlawful intercourse with her daughter and that she was pregnant by him, requested her daughter to bring him to her house, where her daughter lived with her, on a particular day. She did this, according to her own evidence, because she wanted to see if Lloyd would have connection with her daughter, and to "catch him" if he did so. The daughter accordingly brought Lloyd to a room in the house and the mother concealed herself in an adjoining room and afterwards surprised Lloyd in the actual commission of the offence. The justices committed Lloyd for trial. His solicitor applied to the justices for a summons against the mother for an offence under section 6; but they refused to grant it. It was argued that the justices had no discretion to refuse the summons if they believed the evidence (as their committal of Lloyd shewed they did), and that it was clear that an offence under section 6 had been committed by the mother. *R. v. Adamson* (1 Q. B. D. 201) and *R. v. Webster* (16 Q. B. D. 134) were cited.

THE COURT (CAVE and WRIGHT, JJ.) refused the application.

CAVE, J.—I am clearly of opinion that this motion must be refused. It appears that the woman whom it is sought to charge, finding that her daughter was *enceinte*, laid a trap for the scoundrel who had ruined her, and she thus enabled the magistrates to commit him for trial. They were therupon asked to say that she had committed an offence herself. I cannot agree that she had committed any offence. I think it would be equally true to say that post office officials who make up a package for the post in order to catch a thief are accessories before the fact to a larceny. It is clear that the object of the mother was not to prostitute her daughter, and it is at that that this section aims. Even if the mother, by acting as she did, committed an offence under this section, I do not think that any jury would convict her upon this charge, and if a jury were found to convict her, I am quite sure that no judge would be found to inflict any sentence upon her. I think the application to the justices was a vexatious one, and that they were quite right in refusing it.

WRIGHT, J., concurred. Application refused.—COUNSEL, *Benson, SOLICITORS, H. P. Becher, for Simons & Sons, Merthyr Tydfil.*

[Reported by T. E. C. DILL, Barrister-at-Law.]

#### HELD v. SIMONS—21st March.

PRACTICE—SHORT CAUSE—ORDER FOR PAYMENT INTO COURT—  
R. S. C., XIV., 8 (b).

This was an appeal from an order of Kennedy, J., in chambers, directing that the action should be put into the list of short causes, and also that the defendant should bring the full amount claimed into court. The action was brought upon a bill of exchange given by the defendant to the plaintiff in payment for certain goods. The defendant admitted a part of the claim and disputed the right of the plaintiff to the remainder.

THE COURT (CAVE and WRIGHT, JJ.) varied the order.

CAVE, J., said that the first part of the order which related to putting this case in the list of short causes was good. As to the second part, he had hoped that the institution of "short causes" under the new rule would have put an end to the practice of ordering a defendant, unless in exceptional circumstances, to bring the sum claimed into court. He did not approve of that practice, and he thought that it worked hardship. If the judge were satisfied that the plaintiff had established his case, he ought to have judgment at once, and it was a hardship that he should have to go to the expense of a trial. If the plaintiff had not made out his case, an order that the defendant should bring the money into court was unnecessary in the case of a wealthy defendant, and did not affect him; but it often bore very hardly upon a poor man who might have a perfectly good defence. In this case the plaintiff was seeking to recover about twice the actual price of the goods sold: it was clearly a case to be tried. He thought the order ought to be varied so that the case would be tried as a short cause, and the order for payment into court would be struck out.

WRIGHT, J., concurred. Order varied.—COUNSEL, *Willes Chitty; Abrahams, SOLICITORS, Brownlow & Howe; Michael Abrahams & Co.*

[Reported by T. E. C. DILL, Barrister-at-Law.]

#### Solicitors' Cases.

*Re THOMAS (HOWELL), JAQUES v. THOMAS*—C. A. No. 2, 16th March.  
SOLICITOR—RETAINER—CHAMPERTY—DELIVERY AND TAXATION OF BILL OF COSTS, APPLICATION FOR—SETTING UP CHAMPERTY AS A DEFENCE—JURISDICTION.

Appeal from a divisional court (Mathew and Collins, JJ.) of the Queen's Bench Division. One of the questions raised by this appeal was whether the illegality of a solicitor's retainer, on the ground of chameerty, could be set up by the solicitor as a defence to an application by the client for delivery of the solicitor's bill of costs and cash account for the purposes of taxation. The facts so far as material were as follows: A person named Lawrence, who lived in America, claimed to be entitled to considerable property in this country called the Townley Estates. Lawrence was a man of no means and was unable to incur the expense which the prosecution of such a claim involved. Some persons in America agreed to find the money, upon the terms that if the claim were successful they should receive payment of large sums to be raised out of the estates when recovered. This arrangement was to be carried out by means of bonds which Lawrence was to give, and which were to be made charges on the estates. A large sum of money was in fact thus raised, and was intrusted by the subscribers to one Colonel Jaques, who came over to this country and, acting under powers of attorney given him by Lawrence, retained

Howell Thomas (then a solicitor) to act as solicitor in the litigation for the recovery of the estates. In 1886 an action for ejectment to recover possession of the estates was brought in Lawrence's name, but was finally dismissed by the House of Lords as frivolous and vexatious (see *Lawrence v. Norreys*, 38 W. R. 753, 15 App. Cas. 210). The present application was by Colonel Jaques that Thomas should deliver his bill of costs and cash account of moneys paid him by Colonel Jaques in respect of the above suit, in order to have the same taxed. The master made an order for such delivery and taxation; and the Divisional Court (Mathew and Collins, JJ.) affirmed the master's order. Howell Thomas (who was not now a solicitor) appealed.

THE COURT (LINDLEY, KAY, and A. L. SMITH, L.J.J.) dismissed the appeal.

LINDLEY, L.J., (who delivered the judgment of the Court) said that the agreement by which persons in America subscribed money to prosecute the litigation, upon the terms that if successful they should be paid considerable sums of money to be raised out of the estates when recovered, was obviously illegal on the ground of maintenance and of that species of it called chameerty. The fact that the agreement was made in America did not prevent it from being illegal and void in this country: *Graham v. Levi* (16 C. B. N. S. 73). But it was certainly startling to hear it contended that a solicitor and officer of the High Court could set up such a defence against a client invoking the jurisdiction of the court to compel such solicitor to deliver a bill of costs and cash account for work done and money received by him in his character of such solicitor. Was the court to listen to a solicitor who, after acting for and advising his client and taking his money, was mean enough to denounce him and set up the illegality of the client's conduct as a reason why the court should not call its own officer to account? Or was the court judicially to hold that, although it might strike such a solicitor off the rolls, it could not legally compel him to do that which every man with a spark of honour would do without hesitation—viz., account to the client who had employed him? The court emphatically protested against any such notion. The court expected and exacted a high standard of honour on the part of solicitors to their clients, and should not listen, and would not listen, to such a scandalous defence as that set up by Mr. Thomas in this case. The court did not blame counsel for arguing such a point. They did their duty in raising it, and in deference to them the court had considered it, but having done so the court dismissed it as wholly untenable. The doctrine laid down by Lord Mansfield in *Holman v. Johnson* (Cowper, 343), and recently acted upon by the Court of Appeal in *Scott v. Brown* (1892, 2 Q. B. 724) had never been applied, and in the opinion of the court should not be applied, to the exercise of the jurisdiction of the court over its own officers. It might, however, be added, that there was no proof that either Jaques or Thomas was to share the estate if recovered, and that it did not concern Thomas where Jaques got money from. Thomas was not employed to raise money. Jaques and Thomas's payment was not conditional on money being illegally raised. The appeal should be dismissed with costs.—COUNSEL, *Murphy, Q.C., Willis, Q.C., Danckwerts, and Loesche; Rolland, SOLICITORS, Wonner & Son; F. Rolt.*

[Reported by M. J. BLAKE, Barrister-at-Law.]

#### Re SALAMAN—C. A. No. 2, 14th March.

SOLICITOR—TAXATION—CO-PLAINTIFFS—SEPARATE RETAINERS.

Appeal from an order of Kekewich, J., refusing an application for taxation. In this case thirty-four persons who had a claim against a company for misrepresentation combined to bring a test action against the company. They employed Mr. Salaman to act as their solicitor in the matter. They gave him separate retainers, each agreeing to contribute towards the costs in proportion to the value of his shares. After the action was concluded certain of the thirty-four applied to have Salaman's bill taxed. Kekewich, J., made an order for taxation, but directed it not to be drawn up until evidence was produced that all the rest of the thirty-four had been made defendants or had declined to take any part in the matter. This evidence the applicants were unable to obtain, as some of the parties could not be found, whereupon Kekewich, J., dismissed the application.

THE COURT (LINDLEY, KAY, and A. L. SMITH, L.J.J.) allowed the appeal.

LINDLEY, L.J.—Now some of these gentlemen say, We want the solicitor's bill taxed. What is their right? It is, no doubt, to have it taxed, nor are they bound to serve anybody besides the solicitor. How, then, is the court to deal with the matter? The bill should be directed to be taxed, and, as far as possible, all the others served. Kekewich, J., endeavoured to do this; he endeavoured to have one taxation in the presence of everybody, and so far as he was right; but he went too far. When it was found impossible to serve everybody he dismissed the application. Now there he was wrong; he ought not to have dismissed it altogether because certain desirable terms could not be complied with. There must be an order for taxation: the applicants submitting to pay what shall appear to be due from them respectively, the solicitor only paying the costs of this appeal, and no others.

KAY, L.J.—I concur. In the case of *Re Colquhoun* (5 De G. M. & G. 35) it is expressly said that, where the retainer is several, there each person is entitled to taxation, and may have the whole bill taxed, although he has only to pay a portion of it, and I agree that each has strictly a right to have the bill taxed without serving any of the others, but any court would see that it was best to obviate the chance of another taxation. I agree in the order and also as to the costs, as it was no fault of the solicitor's up to the time of the appeal.

SMITH, L.J.J., concurred.—COUNSEL, *Swinfen Eady, Q.C., and Gately; George White, SOLICITORS, Morley, Shirreff, & Co.; Ernest Salaman, Fort, & Co.*

[Reported by C. F. DUNCAN, Barrister-at-Law.]

## LAW SOCIETIES.

## SOLICITORS' BENEVOLENT ASSOCIATION.

The seventy-second half-yearly meeting of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 21st inst.; Mr. John H. Kays presiding.

The secretary read the minutes of the previous meeting, and the report was taken as read, of which the following is an extract:—

"The Board of Directors, in compliance with the sixteenth rule of the association, present their report for the half-year ending December 31st, 1893. Since the last half-yearly meeting thirty-four new members have been admitted, making with those added during the previous six months a total of 143 new members during the year. The aggregate number of members enrolled is 3,331, of whom 1,134 are life and 2,197 annual subscribers. Sixty-one life members are also contributors of annual subscriptions of from one to ten guineas each. The Board would urge all members to render assistance to the association by personal efforts to increase the number of subscribers. When it is mentioned that last year the society lost sixty subscribers by death alone, the necessity for increasing the number of new members will be manifest. During the half-year the receipts of the association from all sources amounted to £2,629 15s. 5d., of which the following is a general summary—life subscriptions, £189; new annual subscriptions, £23 2s.; arrears, £66 3s.; renewed annual subscriptions, £1,139 5s.; donations, £184 14s. 9d.; dividends, £942 10s. 8d.; festival tickets, £5; and a legacy of £100 under the will of the late Mr. Robert Edmund Mellersh, of Godalming. The sum of £4,417 London and North Western Railway 4 per cent. Debenture Stock has been converted by the Railway Company into £5,889 6s. 8d. 3 per cent. Stock. The capital of the association now consists of £45,250 5s. Stock. In addition there is a sum of £5,263 19s. 10d. Metropolitan 3½ per cent. Stock pertaining to the Reardon Bequest. During the half-year 99 grants were paid from the funds, amounting to £1,858. Of this sum 4 members and 20 members' families received £855, while 17 non-members and 58 non-members' families received £1,003. The sum of £87 10s. was also paid to annuitants from the income of the late Miss Ellen Reardon's bequest; £14 to the recipient of the 'Hollams Annuity No. 1'; £15 to the recipient of the 'Hollams Annuity No. 2'; and £15 to the recipient of the 'Victoria Jubilee Annuity.' These grants, together with the amounts recorded in the last half-yearly report, made a total of £3,751 given in relief by the association during the year 1893. On July 12th, 1893, your directors appointed a special committee for the purpose of considering the terms and manner in which an amalgamation with the Law Association would be possible, with power to take any advice they deemed desirable on the matter, and to communicate with the Law Association. The committee submitted a scheme as a basis for discussion to the directors of the Law Association, who, however, informed the committee that they did not feel justified in submitting the matter again to their members for consideration. No further steps have therefore been taken in the matter by your Board. The Board earnestly hope for the generous support and assistance of the profession on the occasion of the thirty-fourth anniversary festival, to be held in June, 1894, when Mr. William Dawes Freshfield has kindly consented to preside. On December 31st, 1893, a balance of £150 11s. 3d. remained to the general credit of the association at the Union Bank of London, together with the Reardon Trust balance of £100 4s., as shown in the statement of receipts and payments for the financial year ending December 31st, 1893, appended herewith."

The Chairman, in moving the adoption of the report, said: The members would note that sixty subscribers had died during the past year. He could only hope that in the current year there would be a large accession of new members to fill the gaps from death and other causes; and urged all present, with their friends, to make fresh exertions to keep up the numbers. This became more difficult every year, as there was a tendency in institutions of this sort, as they become older, to fall back for want of new blood. The chairman also stated that during the year 1893 legacies to the amount of £1,120 had been left to the association, and that the Board, after making liberal grants, to members and non-members, had been able to add £1,777 to invested capital. In that connection he (the chairman) suggested that solicitors might, as opportunities arose, suggest to clients, when drawing their wills, the claims of this association amongst other charities worthy of their consideration. There were about 15,000 solicitors in England and Wales, and only 3,331 are members of this association. The problem was how to get at the remaining 12,000 who at present took no interest and had no practical sympathy in the work of the association. The support of the profession is hoped for at the anniversary festival in June, when Mr. W. D. Freshfield has consented to preside. The exact date and place will, it is hoped, be shortly announced. Referring to the paragraph in the report relating to the proposal for amalgamation with the Law Association, the chairman explained that three directors of the Solicitors' Benevolent Association were also directors of the Law Association, and that one of them suggested feasibility of such amalgamation. The following figures as to the work, &c., of the two societies, as taken from the last reports, would probably interest the members:—Law Association established 77 years ago; Solicitors' Benevolent Association established 36 years ago; Law Association fund investments £1,183 annually;—Solicitors' Benevolent Association fund investments £1,899; Law Association subscriptions and donations £371—Solicitors' Benevolent Association, subscriptions and donations, £3,572; Law Association payments to members, £1,102—Solicitors' Benevolent Association payments to members, £1,765; Law Association payments to non-members, £150—Solicitors' Benevolent Association payments to non-members, £1,986; Law Association number of members, 246—Solicitors' Benevolent Association number of members, 3,331. Solicitors' members and

non-members, and their families benefited by the Law Association in the last year were 46 in number. In the Solicitors' Benevolent Association during the same period the numbers were 191.

Mr. R. W. Tweedie seconded the motion, and the report was unanimously adopted.

Mr. C. Mylne Barker moved a vote of thanks to the directors and auditors for their services during the past year, which was seconded by Mr. J. B. Sorrell, sen., and carried unanimously.

On the motion of Mr. Sidney Smith, seconded by Mr. W. F. Blandy (Reading), the proceedings concluded with a vote of thanks to Mr. Kays for presiding.

## LAW STUDENTS' JOURNAL.

LAW STUDENTS' DEBATING SOCIETY.—March 20.—Mr. Blagden, chairman.—The subject for debate was: "That the county court case of *Seymour v. Turner* was wrongly decided"—(right of audience in county courts of solicitors' admitted clerks). Mr. G. H. Daniels opened in the affirmative. Mr. A. E. Clark opened in the negative. The following members also spoke: Messrs. Kinipple, Watson, Beloe, W. S. Henderson, Haseldine, Jones, and Marshall. Mr. Daniels replied. The chairman summed up. The motion was carried by three votes.

## LEGAL NEWS.

## APPOINTMENTS.

MR. BRAUMONT MORICE, barrister, of the South-Eastern Circuit, has been appointed Prosecuting Counsel for the Mint for Kent and Essex at the Central Criminal Court, in succession to Mr. Wightman Wood, appointed a County Court Judge.

## GENERAL.

Sir A. Rollit has introduced a Bill to amend the provisions of the Solicitors Act, 1877, relating to the examination of persons applying to be admitted solicitors of the Supreme Court in England.

On Friday week Mr. Hugh Melville Freeling, senior chief clerk of the Legacy Duty Office, was presented by his colleagues with a testimonial on his retirement from the office after forty years' service. The testimonial consisted of a large silver salver, bearing his arms and a suitable inscription, and a silver tea and coffee service, also an illuminated album containing the signatures of ninety-seven of his colleagues.

Assizes will be held only at Manchester and Liverpool on the Northern and at Leeds on the North-Eastern Circuits in the ensuing spring circuits. Mr. Justice Day and Mr. Justice Wills will be the judges on the former circuit, and Mr. Baron Pollock on the latter. Both civil and criminal business will be taken at Manchester and Liverpool, but prisoners only at Leeds.

The *Globe* says that a distinguished judge, who, like Homer, occasionally nods, was responsible for an amusing little scene a few afternoons ago. The usher brought into court a telegram addressed to a juror, but there is a rule that a juror may not read any communication without the sanction of the judge, and accordingly the usher desired to obtain the necessary permission before handing the urgent missive to the juror anxiously awaiting it. But the occupant of the bench was asleep. The embarrassed usher moved one or two books on his lordship's desk, but all his efforts were in vain; the learned judge remained wrapped in a slumber no less deep than his knowledge of law. Eventually the associate motioned the usher to hand the telegram to the juror, who hastily opened it between his knees, and read it with a somewhat guilty look without the knowledge of the judge.

In the House of Commons on the 19th inst. Mr. Hanbury asked the Chancellor of the Exchequer whether, to enable a comparison to be made between the old and the present system of remuneration to the law officers of the Crown, he would consent to a return shewing the effect of the Treasury Minute of December, 1892, in respect of fees received by each of the law officers during the year 1893, on account of contentious business, complimentary briefs, fees from persons unconnected with the public service for business other than contentious done by them as law officers, and special fees named in the minute. Whether the arrangement named in the minute, in consideration of which the new system was sanctioned, limiting the business in which a law officer may appear as counsel for a private client to cases in the House of Lords and before the Judicial Committee of the Privy Council, has been strictly observed in all cases, or, if not, in what cases has it been departed from, and what were the reasons for such departure. Whether the abolition of the right to appear for a private client is limited to appearance in court, or includes also chamber practice. Whether the abolition of that right has been modified by any regulation as to old or standing retainers; and, if so, what is the modification, and will he lay the terms of it upon the table. And whether it was true that one of the law officers had been retained in the case of *Sutherland v. Sutherland*, or in the *Salt Union* case. The Chancellor of the Exchequer said: I have been requested by the Attorney-General to give the following answer:—(1) There are no longer any complimentary briefs to the law officers, and no fees from persons unconnected with the public service for business other than contentious are paid to them. No special fees have been paid to the existing law officers. The figures asked for were given on January 12 in answer to a question by the hon. member, and there appears

to be no reason for a return. (2) The arrangement referred to has been strictly observed. (3) The arrangement in question is not understood to forbid giving opinions in chambers. (4) It excepts retainers delivered before acceptance of office. (5) The answer to the last question is yes; but in each of the cases a retaining fee had been given before the acceptance of office and with reference to the litigation referred to in the question. Mr. Hanbury: Arising out of the answer, did I understand the Chancellor of the Exchequer to say that the retainer in the *Sutherland case* was given before the Attorney-General took office? If so, is he aware that the late Duke of Sutherland died since the Government came into office? The Chancellor of the Exchequer: I have given the information as I have it before me in the absence of the Attorney-General. No cross-examination will extract from me knowledge which I do not possess.

At the forty-first annual meeting of the Law Reversionary Interest Society (Limited) the reports of the directors and auditors were adopted, and a dividend at the rate of £6 per cent. per annum, tax free, was declared.

### WINDING UP NOTICES.

*London Gazette*.—FRIDAY, March 16.  
JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

BLOCK FUEL SYNDICATE, LIMITED.—Creditors are required, on or before April 16, to send their names and addresses, and the particulars of their debts or claims, to Henry Gaskell Blackburn, 31, Park row, Leeds. Vincent & Vincent, Budge row, solors for liquidator.

CANADA NORTH WEST LAND CO., LIMITED (English Company).—Creditors are required, on or before May 23, to send their names and addresses, with particulars of their debts or claims, to Thomas Skinner, 90, Cannon st.

DEVIZES COFFEE PUBLIC HOUSE CO., LIMITED.—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Oliver Sheppard, Devizes. Meek & Co., Devizes, solors for liquidator.

SHANGHAI AND LANCASHIRE TRADING CO., LIMITED.—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Arthur Masterton Robertson Renny, 38, Queen st., Manchester. Hinds & Co., Manchester, solors for liquidator.

SILATI RIVER GOLD MINING AND PROSPECTING CO., LIMITED.—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to Samuel Crane Fox, 4, Sun ct., Cornhill. Renahaw & Co., Suffolk lane, Cannon st., solors for liquidator.

*London Gazette*.—TUESDAY, March 20.  
JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

"AVIA" SHIPMENSHIPS, LIMITED.—Creditors are required, on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to James Knight and George Butchart, 101, Leadenhall st. Downing & Co., Leadenhall st., solors for liquidator.

BLAKETT, ENNOTT, & CO., LIMITED.—Creditors are required, on or before April 7, to send their names and addresses, and the particulars of their debts or claims, to James Lakeman, 31, St Swithin's lane. Scatcherd & Co., Leeds, solors for liquidator.

CARDIFF FIRE AND POULTRY CO., LIMITED.—Creditors are required, on or before April 28, to send their names and addresses, and the particulars of their debts or claims, to W. McDonald, 21, High st., Cardiff. Moran & Scott, solors for liquidator.

GLYNWYD MINING CO., LIMITED.—Creditors are required, on or before April 23, to send their names and addresses, and the particulars of their debts or claims, to Edward Ashmead, 2, Drapers' gade.

LATIMER, CLARK, MUIRHEAD & CO., LIMITED.—By an order made by Vaughan Williams, J., dated March 7, it was ordered that the voluntary winding up of the company be continued. Farrar & Porter, Wardrobe place, Doctors' commons, solors for partners.

VICTORIA QUILT CO., LIMITED.—Creditors are required, on or before April 24, to send their names and addresses, and the particulars of their debts or claims, to John Joseph Graham, 77, King st., Manchester. Crofton & Craven, Manchester, solors for liquidator.

#### COUNTY PALATINE OF LANCASTER.

#### LIMITED IN CHANCERY.

CASTLETON COTTON STINNING AND MANUFACTURING CO., LIMITED.—Petition for winding up, presented March 16, directed to be heard at the Assize Courts, Strangeways, Manchester, on Tuesday, April 3. Standing & Co., King st., Rochdale, solors for petitioners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of April 2.

WARNING TO INTENDING HOUSE PURCHASERS & LESSERS.—Before purchasing or letting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Estab. 1876), who also undertake the Ventilation of Offices, &c. [ADVT.]

### CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

*London Gazette*.—FRIDAY, March 9.

ALCOCK, RALPH, Hammersmith, Gent April 16 Wilde & Co., College hill

### BANKRUPTCY NOTICES.

*London Gazette*.—FRIDAY, March 16.

#### RECEIVING ORDERS.

ABBOTT, W., 115, Strand, Publisher High Court Pet Jan 9 Ord March 13

ALDERSHAW, WILLIAM High Court Pet Feb 15 Ord March 13

ALLEN, JACOB, Halesowen, General Dealer Stourbridge Pet March 12 Ord March 13

BAKER, DAVID, Oldbury, Licensed Victualler West Bromwich Pet March 14 Ord March 14

BARKER, FREDERICK JAMES, Reading, Baker Reading Pet March 12 Ord March 12

BELLMAN, ROBERT ALEXANDER, Mincing lane, Accountant High Court Pet March 13 Ord March 13

BENEFISFORD, JAMES FOX, Swansay, Commission Agent Swansay Pet March 12 Ord March 12

BENTHORN, EMIL RICHARD, Commercial rd., Jeweller High Court Pet March 14 Ord March 14

BREALEY, RICHARD, Halifax, Coal Merchant Halifax Pet March 14 Ord March 14

BRIN, ARTHUR, Willesden Green High Court Pet Jan 9 Ord March 13

CHALKLEY, WILLIAM DIXON, St Albans, Stonemason St Albans Pet March 13 Ord March 13

COLLINGWOOD, W. G., Plymouth, Solicitor Plymouth and East Stonehouse Pet Feb 26 Ord March 13

COOK, GEORGE, CHESTER, Newham, Fishmonger Gloucester Pet March 14 Ord March 14

CORNELL, VICTOR, and ALICE JONES, Bermondsey, Spinster High Court Pet Nov 6 Ord March 13

COULTER, WALTER, Chatham, Labourer Rochester Pet March 13 Ord March 13

COUPE, JAMES, 86 Helens, Grocer Liverpool Pet March 14 Ord March 14

COVERLEY, JOHN WILLIAM, Bolton, Clogger Bolton Pet March 14 Ord March 14

CRANTER, WILLIAM HENRY, Halifax, Grocer Halifax Pet March 12 Ord March 12

DART, TOM WALTER, Abercarn, Butcher Newport, Mon Pet March 14 Ord March 14

DEELEY, FRANCIS ARTHUR, Victoria st High Court Pet Feb 22 Ord March 13

DIBBEN, JOSEPH GEORGE, Poole, Builder Poole Pet March 12 Ord March 12

DUNKLEY, JOSEPH, Akeley, Bucks, Farmer Banbury Pet March 14 Ord March 14

EDWARDS, GEORGE, Ratlinghope, Selop, Farmer Leominster Pet March 14 Ord March 14

EDWARDS, GEORGE HENRY, Birmingham, Licensed Victualler Birmingham Pet March 12 Ord March 12

FAULKNER, GEORGE HENRY, Dorchester, Grocer Dorchester Pet March 13 Ord March 13

FISHER, JOHN, 86 Helens, Joiner Liverpool Pet March 13 Ord March 13

FOWLER, GEORGE, Halifax, Commission Agent Halifax Pet March 10 Ord March 10

GERMAN, WILLIAM, Bowes, Joiner Kendal Pet March 12 Ord March 12

GOODWIN, THOMAS, Stafford, Plumber Stafford Pet Mar 13 Ord March 13

GREATSLEY, JOHN THOMAS, Scarborough, Fruiterer Scarborough Pet March 14 Ord March 14

HALES, JOSEPH, Liverpool Liverpool Pet March 12 Ord March 12

HANOVER, FRANCIS MEDLEY, Esq. Radcliffe & Co., Charing Cross  
BETTS, GEORGE, Anley Park March 31 Reed & Reed, Basinghall st  
BLACKER, DAVID, Dewsbury, Chemist May 1 Chadwick & Sons, Dewsbury  
BRAMLEY, ELIZABETH, Rawcliffe, York April 20 England & Son, Goole  
CLARE, WILLIS, Bexley, Esq. April 14 Francis & Calley, Austin Friars  
CORBET, VINCENT ALLEN, Westgate on Sea, Kent April 9 Titley, South sq  
CORNWELL, EDWARD, Hull April 6 Thompson & Co., Hull  
COTTON, EDWIN, Hillingdon, Coal Merchant April 14 Woodbridge & Sons, Uxbridge  
CURTIS, UNA ANNE, Birmingham Spinster March 31 Withers, West Bromwich  
DORRELL, ALFRED, Northampton, Gent April 20 Browne & Haviland, Northampton  
FRANCIS, JOHN DUNKIN, Chesham, Esq. April 9 Francis & Calder, Fish st hill  
GEAR, JACOB LUCAS, Highbury, Gent April 14 Mason, Eldon st  
GRETLEY, SARAH, Liscard April 20 Owen, Liverpool  
GRASLEY, PHILIP, Holbeach, Widow May 6 Wilders & Son, Holbeach  
GRIMSHAW, JAMES, Buxton April 11 Withers & Co., Gray's inn sq  
HARTLEY, JOHN, Farmer March 30 Ford & Warren, Leeds  
HOLLICK, WILLIAM HAMILTON, Worcester, Traveller April 25 Colman & Co., Birmingham  
HORNER, JAMES, Oldie, Yorks, Poiner April 7 Newstead & Co., Otley  
JACKSON, THOMAS, Worleston, Farmer March 31 Barrow & Smith, Manchester  
JOHNSON, ELLEN, Ipswich April 25 Jackman & Sons, Ipswich  
JOHNSON, JAMES SWAPE, Hanley, Corn Dealer April 2 Till, Newcastle under Lyme  
JONES, JOHN CHARLES, Birkdale, Gent May 8 Maples & Co., Old Jewry  
KEELEY, HENRY, Euston rd, Hotel Keeper April 7 Bull, Watling st  
LEWIS, HANNAH, Northop, Flint March 31 Hughes & Hughes, Flint  
LILLEY, EDMUND, Bristol April 24 Latchams & Montague, Bristol  
LINK, ELIZABETH, Highbury April 10 Wagstaff, Brockley  
LUCAS, WILLIAM, Ipswich, Gent April 23 Bolton & Mote, Gray's inn sq  
MANTEL, SIR JOHN ILLES, Swindon, Magistrate April 1 Norris & Hancock, Devizes  
MATHIAS, JOHN, Camden Town, Licensed Victualler April 10 Nash, Field, & Co.  
CHEAPEDE  
MONK, THOMAS, Selly Oak, Worcester, Coal Merchant April 6 Burton & Bennett, Birmingham  
MORSE, JAMES ARTHUR, Winchester, Colonel April 21 Warner, Winchester  
NYE, ARTHUR FREDERICK, Stockwell crescent, Machinist March 19 Rymer & Wild, Rochester row  
PAIN, JOHN ODELL, Cambridge, Gent March 31 Greville & Foswick, Maidenhead  
PARSONS, CHARLES JOSEPH, Yardley, Worcester, Gent April 12 Saunders & Co., Birmingham  
PARSON, JOHN, Sherborne lane, Solicitor May 1 Parsons & Co., Sherborne lane  
PENDLETON, JOHN, Manchester May 1 Boardman, Manchester  
PETO, JANE, Notting Hill April 11 Johnson & Master, Theobald's rd  
PINDER, SAMUEL, Holmefield, Derby, Farmer March 19 Swift, Sheffield  
PONSONBY, REV FREDERICK JOHN, Regent's Park April 10 Leman & Co., Lincoln's inn fields  
POSTLETHWAITE, JANET, Liverpool, Widow April 20 Mathews & Co., Birmingham  
POWERS, ELIZABETH KIDMAN, Tickhill, Spinster April 14 Leeds Smith, Sandy  
PURSER, EMILY, Bedford, Spinster April 14 Jessopp & Son, Bedford  
ERVE, SARA ELIZABETH, Uppingham, Spinster April 13 Fowler, Uppingham  
REYNOLDS, REV HENRY WALTER, Camden Town April 30 Seagrove & Woods, Chancery lane  
BOWLANDS, RACHEL, Myndyddallwyn, Monmouth, Widow April 21 Watkins & Co., Pontypool  
BYRDE, ELIZA, East Witton March 31 Maughan, Middleham  
RYDER, JOHN, East Witton, York, Gent March 31 Maughan, Middleham  
SCALES, MARY, Leeds April 30 Nelson & Co., Leeds  
SMITH, JAMES THOMAS, Bradford, Woolporter April 6 Moesman & Co., Bradford  
SMITH, RHEUBEN, Solihull, Plumber April 20 King & Ludlow, Solihull  
SPODE, JOSHUA, Brighton April 30 Parker & Co., Cornhill  
STANLEY, DAVID, Totley, Builder May 7 Rodgers & Co., Sheffield  
STEVENSON, WILLIAM, Dronfield, Derby, Chemist April 14 Simpson, Sheffield  
TAYLOR, JAMES, Amsbury, Yorks, Gent March 23 Everett, Goole  
WALLER, ELIZABETH, St John's Wood April 10 Stuart & Tull, Gray's inn sq  
WATKINS, ELIZABETH AUGUSTA, Hereford May 20 Gwynne James & Son, Hereford  
WILLIAMS, EDWARD MORGAN, Garforth, Esq. May 10 Bullock & Co., Manchester  
WOODS, CHARLES HENRY LARDNER, New Bond st April 8 Hunters & Haynes, Lincoln's inn  
YATES, KEZIAH, Birmingham April 12 Saunders & Co., Birmingham

HANLON, ROBERT, Preston, Provision Dealer Preston Pet March 12 Ord March 12

HARRIS, CHARLES, South Bank, Yorks, Pork Butcher Stockton on Tees Pet March 12 Ord March 12

HARRIS, DAVID, Abberley, Outfitter Tredegar Pet March 12 Ord March 12

HENRY, LUCIAN EDWARD, Oxford, Publisher Oxford Pet March 12 Ord March 12

HENTHORNE, THOMAS, Leigh, Horse Dealer Bolton Pet March 12 Ord March 12

HODGE, WILLIAM HENRY, Mincing lane, Sugar Broker High Court Pet March 12 Ord March 12

HOPPS, JOHN, Little Smeaton, Farmer Northallerton Pet March 12 Ord March 12

HORDES, DAVID, Walsall, Boat Steerer Walsall Pet March 12 Ord March 12

IDDOW, GEORGE, Preston, Tobacconist Preston Pet March 3 Ord March 12

JEFFREYS, DAVID WALTER, Llandover, Butcher Carmarthen Pet March 14 Ord March 14

JONES, EVAN, Rhayader, Labourer Newtown Pet March 12 Ord March 12

LEECH, JOHN THOMAS, W. Glosop, Cabinet Maker Ashton under Lyne Pet March 12 Ord March 12

LEWARNE, EDWARD, Fowey, Builder Truro Pet March 14 Ord March 14

LIGHTWELLERS, EERA, Huddersfield, Butcher Huddersfield Pet March 12 Ord March 12

LLOYD, NOAH, Aberkenfig, Glam, Oil Dealer Cardiff Pet March 10 Ord March 10

MASTERS, THOMAS, Tenterden, Watchmaker Hastings Pet March 12 Ord March 12

MULLEN, JAMES, Darlington, Grocer Stockton on Tees Pet March 12 Ord March 12

OSBORNE, ALFRED, Croydon, Baker Croydon Pet March 12 Ord March 12

PARRY, WILLIAM, Birmingham, Cabinet Maker Birmingham Pet March 14 Ord March 14

PEARSON, DAVID, Crumpeall, Lancashire, Cloth Salesman Salford Pet March 14 Ord March 14

PUGHE, JOHN LEWIS, Hay, Shoemaker Hereford Pet March 14 Ord March 14

RANBY, TOM, Spalding, Cattle Salesman Peterborough Pet March 15 Ord March 15

RIX, JAMES BROWN, King's Lynn King's Lynn Pet March 12 Ord March 12

ROGERS, HERBERT HENRY, Shrewsbury, Auctioneer Shrewsbury Pet March 12 Ord March 12

SANDERSON, CHARLES HERRBERT, Knockholme, Kent, Clerk High Court Pet Feb 28 Ord March 12

SYMONDS, GEORGE SAMUEL, West Hampstead, Draper High Court Pet March 12 Ord March 12

THOMAS, EVAN JEHAN, Cardiff, Grocer Cardiff Pet March 9 Ord March 10

THOMSON, JOHN FREEMAN, Chelsea, Builder High Court Pet March 12 Ord March 12

THORP, JAMES, Elmdon, Essex, Innkeeper Cambridge Pet March 14 Ord March 14

WILLIAMS, HENRY, Marylebone, Builder High Court Pet Feb 22 Ord March 12

WILLIAMS, JOHN MORGAN, Brecon, Grocer Merthyr Tydfil Pet March 12 Ord March 12

WISE, SAMUEL LOWERY, Kingston upon Hull, Lighter Owner Kingston upon Hull Pet March 12 Ord March 12

The following amended notice is substituted for that published in the London Gazette of Feb 6:—

SALTER, ALFRED, Ladywell, Kent, Financial Agent Greenwich Pet Feb 3 Ord Feb 3

ORDER DISCHARGING RECEIVING ORDER.

WYNN, THOMAS, Birkenhead, Licensed Victualler Birkenhead Rec Ord April 27, 1893 Disch Jan 24, 1894

FIRST MEETINGS.

BAILEY, WILLIAM GEORGE, Covent Garden, Nurseryman March 29 at 12 Bankruptcy bldgs, Carey st, Brassey, Funnis A.N., Lambeth March 30 at 2.30 Bankruptcy bldgs, Carey st

BEAULAH, THOMAS CARELL, Barton on Humber, Licensed Victualler March 24 at 11 Off Rec, 15, Osborne st, Great Grimsby

BONSAUL, JOSEPH, Chelmsford, Licensed Victualler March 26 at 12 Off Rec, 86 St James's chmbs, Derby

BROWN, THOMAS WATSON, Leytonstone, Solicitor March 30 at 12 Bankruptcy bldgs, Carey st

CHAPMAN, MARY ANN, Kensington, Lodging house Keeper March 29 at 11 Bankruptcy bldgs, Carey st

CLINCH, EDWIN Southmoor, Harness Maker March 27 at 12, 1, St Alkate's, Oxford

COUTTER, WALTER, Chatham, Labourer April 9 at 11.30 Off Rec, Roebuck

COVILEY, JOHN WILLIAM, Bolton, Clogger March 27 at 11.16 Wood st, Bolton

CRABTREE, WILLIAM HENRY, Halifax, Grocer March 29 at 11.30 Off Rec, Townhall chmbs, Halifax

CROPPER, SHIRLEY WRIGHT, Aldersgate st, Warehousesman March 29 at 2.30 Bankruptcy bldgs, Carey st

DAWSON, WILLIAM HENRY, Bradford, Worsted Spinner March 26 at 11 Off Rec, 31, Manor Row, Bradford

DOWDEN, JOHN, Southsea, Bootmaker March 28 at 3 Off Rec, Cambridge Junction, High st, Portsmouth

EDWARDE, JOHN WILLIAM, Blaenau Ffestiniog, Grocer March 26 at 1.30 Crypt chmbs, Chester

FORBES, HENRY TWISDEN March 26 at 2.30 Bankruptcy bldgs, Carey st

FOSTER, WHITFIELD, Wandsworth, Carriage Builder March 30 at 11.30 24, Railway approach, London Bridge

FOWLER, GEORGE, Halifax, Commission Agent March 20 at 11 Off Rec, 21, Manor Row, Bradford

GOODWIN, THOMAS, Stafford, Plumber April 12 at 11.30 Wright & Westhead, St Martin's place, Stafford

HAMMOND, LESLIE, West Smithfield, Vintner March 29 at 11 Bankruptcy bldgs, Carey st

HENTHORNE, THOMAS, Leigh, Dairymen Bolton Pet March 13 Ord March 13

HETHERINGTON, GEORGE, Wigton, Cumb, Solicitor Carlisle Pet Feb 13 Ord March 13

HOPPS, JOHN, Little Smeaton, Farmer Northallerton Pet March 13 Ord March 13

HORDES, DAVID, Walsall, Boat Steerer Walsall Pet March 13 Ord March 13

HORNER, HENRY, Northwick, Glos, Farmer Bristol Pet March 5 Ord March 14

JEFFREYS, DAVID WALTER, Llandover, Carmarthen Butcher Carmarthen Pet March 14 Ord March 14

JONES, EVAN, Rhayader, Labourer Newtown Pet March 13 Ord March 14

JUDD, CECIL SAMUEL, Fulham, Wine Merchant High Court Pet Feb 26 Ord March 10

LEON, JOHN THOMAS, West Gloucester, Cabinet Maker Ashton under Lyne Pet March 13 Ord March 12

LEWABNE, EDWARD, Fowey, Builder Truro Pet March 12 Ord March 12

LIGHTWELLERS, EERA, Huddersfield, Butcher Huddersfield Pet March 12 Ord March 12

LLOYD, NOAH, Aberkenfig, Glamorganshire, Oil Dealer Cardiff Pet March 10 Ord March 10

LOWSOCK, THEODORE, Bucklersbury, Auctioneer High Court Pet Jan 5 Ord March 12

MENLEY, RICHARD, Twickenham, Bootmaker Brentford Pet Feb 20 Ord March 12

MULLINS, JAMES, Darlington, Grocer Stockton on Tees Pet March 13 Ord March 13

NOBLE, WILLIAM HENRY, Leckhampton, Grocer Cheltenham Pet March 1 Ord March 5

PARRY, WILLIAM, Birmingham, Cabinet Maker Birmingham Pet March 14 Ord March 14

PRASLOW, DAVID, Frestwich, Cloth Salesman Salford Pet March 14 Ord March 14

PUGHE, JOHN LEWIS, Hay, Shoemaker Hereford Pet March 14 Ord March 14

RANBY, TOM, Spalding, Cattle Salesman Peterborough Pet March 12 Ord March 12

REICHARDSON, BENJAMIN, Little Bentley, Miller Colchester Pet Feb 24 Ord March 14

RIX, JAMES BROWN, King's Lynn, Warehouseman King's Lynn Pet March 12 Ord March 12

ROGERS, ALFRED RUSSELL, and ARTHUR JOHN ROGERS, High Holborn, Ironmongers High Court Pet Feb 6 and Feb 8 Ord March 13

ROGERS, HERBERT HENRY, Shrewsbury, Auctioneer Shrewsbury Pet March 12 Ord March 12

SCAFFE, JOHN, Seacombe, Merchant High Court Pet Feb 3 Ord March 12

SEELY, JOHN RICHARD PRATT, King Henry's rd, Solicitor Poole Pet Feb 9 Ord March 14

SHOMACK, EDWARD JAMES, Bromley, Gent Croydon Pet Feb 26 Ord March 12

TROOP, JAMES, Emdon, Essex, Innkeeper Cambridge Pet March 14 Ord March 14

TYFON, EDMUND, Sidmouth st, School Board Teacher High Court Pet Feb 10 Ord March 13

WALLACE, JAMES, Brighouse, Cooper Halifax Pet Feb 24 Ord March 8

WEST, JOSEPH, Hackney rd, Timber Merchant High Court Pet Feb 26 Ord March 10

WILBOLD, WILLIAM BAINES, Nottingham, Seedsman Nottingham Pet March 9 Ord March 9

WILLIAMS, JOHN MORAN, Brecon, Grocer Merthyr Tydfil Pet March 12 Ord March 12

WISE, SAMUEL LOWERY, Kingston upon Hull, Lighter Owner Kingston upon Hull Pet March 12 Ord March 12

ADJUDICATIONS.

ALLEN, JACOB, Halewood, General Dealer Stourbridge Pet March 15 Ord March 15

BAKERS, D. of Oldbury, Licensed Victualler West Bromwich Pet March 14 Ord March 14

BEARDMORE, SARAH ANN, Wednesbury, Licensed Victualler Walsall Pet March 8 Ord March 15

BELLMAN, ROBERT ALEXANDER, Mincing lane, Accountant High Court Pet March 12 Ord March 12

BERRY, CHRISTOPHER, Brockley, Jeweller Greenwich Pet Feb 17 Ord March 15

BUMGOULD, ANNE, Southwark High Court Pet Jan 23 Ord March 15

CHARTER, GEORGE FREDERICK, Birkenhead, Bookkeeper Birkenhead Pet Feb 27 Ord March 15

CLARKSON, HENRY ANTHONY, Haverstock Hill, Glass Stainer High Court Pet Jan 29 Ord March 10

COCKELL, ERNEST LAWRENCE, Manchester, Oil Merchant Manchester Pet March 10 Ord March 15

COLE, JOSEPH ROBBINS, Birmingham, Grocer Birmingham Pet March 9 Ord March 14

COOK, GEORGE, Sevenoaks, Farmer Tunbridge Wells Pet March 7 Ord March 15

COOK, GEORGE CHESTER, Newham, Glos, Fishmonger Gloucester Pet March 14 Ord March 14

COUTLER, WALTER, Chatham, Labourer Rochester Pet March 13 Ord March 13

CRABTREE, WILLIAM HENRY, Halifax, Grocer Halifax Pet March 13 Ord March 12

CROWTHER, CHARLES JAMES, Oxton, Agent Liverpool Pet Jan 8 Ord March 15

DART, T. WALTER, Abergavenny, Butcher Newport, Mon Pet March 14 Ord March 14

EDWARDS, GEORGE HENRY, Birmingham, Licensed Victualler Birmingham Pet March 12 Ord March 15

FAULMERS, GEORGE HENRY, Dorchester, Grocer Dorchester Pet March 13 Ord March 13

FIELDHOUSE, WILLIAM, Manchester, Ironfounder Manchester Pet Feb 15 Ord March 13

FITZ-GERALD, E. G., Brompton rd, High Court Pet Dec 15 Ord March 10

FOWLER, GEORGE, Halifax, Yorks, Commission Agent Halifax Pet March 10 Ord March 10

FOX, ROBERT JULIAN HEINKS, Great Portland st, Clerk High Court Pet Feb 8 Ord March 13

GEORGE, ALFRED EDWARD, Birmingham, Grocer Birmingham Pet March 10 Ord March 13

GERMAN, WILLIAM, Bowness, Joiner Kendal Pet March 12 Ord March 14

GOODWIN, THOMAS, Stafford, Plumber Stafford Pet March 13 Ord March 13

HAMMOND, LESLIE, West Smithfield, Vintner High Court Pet March 8 Ord March 13

HANKINSON, ROBERT, Woodpumpton, Provision Dealer Preston Pet March 12 Ord March 12

HARRIS, CHARLES, South Bank, Yorks, Pork Butcher Stockton on Tees Pet March 12 Ord March 12

HARRIS, DAVID, Abberley, Outfitter Tredegar Pet March 12 Ord March 12

HENTHORNE, THOMAS, Leigh, Dairymen Bolton Pet March 13 Ord March 13

HETHERINGTON, GEORGE, Wigton, Cumb, Solicitor Carlisle Pet Feb 13 Ord March 13

HOPPS, JOHN, Little Smeaton, Farmer Northallerton Pet March 13 Ord March 13

HORDES, DAVID, Walsall, Boat Steerer Walsall Pet March 13 Ord March 13

HORNER, HENRY, Northwick, Glos, Farmer Bristol Pet March 5 Ord March 14

JEFFREYS, DAVID WALTER, Llandover, Carmarthen Butcher Carmarthen Pet March 14 Ord March 14

JONES, EVAN, Rhayader, Labourer Newtown Pet March 13 Ord March 14

JUDD, CECIL SAMUEL, Fulham, Wine Merchant High Court Pet Feb 26 Ord March 10

LEON, JOHN THOMAS, West Gloucester, Cabinet Maker Ashton under Lyne Pet March 13 Ord March 12

LEWABNE, EDWARD, Fowey, Builder Truro Pet March 12 Ord March 12

LIGHTWELLERS, EERA, Huddersfield, Butcher Huddersfield Pet March 12 Ord March 12

LLOYD, NOAH, Aberkenfig, Glamorganshire, Oil Dealer Cardiff Pet March 10 Ord March 10

LOWSOCK, THEODORE, Bucklersbury, Auctioneer High Court Pet Jan 5 Ord March 12

MENLEY, RICHARD, Twickenham, Bootmaker Brentford Pet Feb 20 Ord March 12

MULLINS, JAMES, Darlington, Grocer Stockton on Tees Pet March 13 Ord March 13

NOBLE, WILLIAM HENRY, Leckhampton, Grocer Cheltenham Pet March 1 Ord March 5

PARRY, WILLIAM, Birmingham, Cabinet Maker Birmingham Pet March 14 Ord March 14

PRASLOW, DAVID, Frestwich, Cloth Salesman Salford Pet March 14 Ord March 14

PUGHE, JOHN LEWIS, Hay, Shoemaker Hereford Pet March 14 Ord March 14

RANBY, TOM, Spalding, Cattle Salesman Peterborough Pet March 12 Ord March 12

REICHARDSON, BENJAMIN, Little Bentley, Miller Colchester Pet Feb 24 Ord March 14

RIX, JAMES BROWN, King's Lynn, Warehouseman King's Lynn Pet March 12 Ord March 12

ROGERS, ALFRED RUSSELL, and ARTHUR JOHN ROGERS, High Holborn, Ironmongers High Court Pet Feb 6 and Feb 8 Ord March 13

ROGERS, HERBERT HENRY, Shrewsbury, Auctioneer Shrewsbury Pet March 12 Ord March 12

SCAFFE, JOHN, Seacombe, Merchant High Court Pet Feb 3 Ord March 12

SEELY, JOHN RICHARD PRATT, King Henry's rd, Solicitor Poole Pet Feb 9 Ord March 14

SHOMACK, EDWARD JAMES, Bromley, Gent Croydon Pet Feb 26 Ord March 12

TROOP, JAMES, Emdon, Essex, Innkeeper Cambridge Pet March 14 Ord March 14

TYFON, EDMUND, Sidmouth st, School Board Teacher High Court Pet Feb 10 Ord March 13

WALLACE, JAMES, Brighouse, Cooper Halifax Pet Feb 24 Ord March 8

WEST, JOSEPH, Hackney rd, Timber Merchant High Court Pet Feb 26 Ord March 10

WILBOLD, WILLIAM BAINES, Nottingham, Seedsman Nottingham Pet March 9 Ord March 9

WILLIAMS, JOHN MORAN, Brecon, Grocer Merthyr Tydfil Pet March 12 Ord March 12

WISE, SAMUEL LOWERY, Kingston upon Hull, Lighter Owner Kingston upon Hull Pet March 12 Ord March 12

ADJUDICATION ANNULLED.

WILSON, BERNARD GEORGE, Union of, Old Broad st, Solicitor High Court Adjud June 24, 1897 Annual Feb. 22, 1894

London Gazette.—TUESDAY, March 20.

RECEIVING ORDERS.

BARBER, THOMAS ALFRED, Leeds, Draper's Traveller Leeds Pet March 16 Ord March 16

BOWDINE, ELIZABETH, Torquay, Widow Exeter Pet March 2 Ord March 15

BUCKDEN, MARY, Gt Grimsby, Fisherman Gt Grimsby Pet March 14 Ord March 14

BUCLEIGH, JOHN, Shepherd's Bush, Clerk High Court Pet March 17 Ord March 17

BURROW, WALTER, Leeds, Cloth Finisher Leeds Pet March 15 Ord March 13

CAULCOTT, ALFRED JOHN, Whitehaven, Taller Whitehaven Pet March 16 Ord March 16

CHARKE, MAURICE, Commercial rd, Tailor High Court Pet March 15 Ord March 15

CHERRITT, GEORGE, Bournemouth, Carman Poole Pet March 16 Ord March 16

COAM, ALGERNON JAMES, Bow, Boot Manufacturer St Albans Pet March 14 Ord March 14

COOPER, AUGUSTA, Oldham, House Furnisher Oldham Pet March 14 Ord March 14

CROMELHOLME, HENRY JAMES, Ormskirk, Painter Liverpool Pet March 18 Ord March 16

CROSS, HENRY, jun, Rochford, Butcher Chelmsford Pet March 14 Ord March 14

DAVIES, FREDERICK WILLIAM, Llandudno, Hotel Proprietor Bangor Pet March 15 Ord March 15

DINNING, THOMAS, Dunstons, Provision Dealer Newcaste on Tyne Pet Feb 27 Ord March 15

ECKESLEY, RICHARD, Lowton, Lanc, Farmer Bolton Pet March 15 Ord March 15

Egg, GEORGE, Wimbledon, Butcher Kingston, Surrey Pet March 15 Ord March 15

EMERY, FRANCIS JOSEPH, Burleson Hanley Pet March 17 Ord March 17

FEW, DANIEL, Poulshot, Farmer Bath Pet March 17 Ord March 17

FIRMIN, GEORGE JACOB, Norwich, Cab Proprietor Norwich Pet March 15 Ord March 15

FOTHERBY & LYSON, Horwich, Builders Bolton Pet March 2 Ord March 15

GLASSCOCK, ANNIE ELIZABETH, Folkestone Canterbury Pet March 17 Ord March 17

HART, GEORGE ELIJAH, Oldham, Licensed Victualler Winchester Pet March 16 Ord March 16

HARRIS, CHARLES, South Hackney High Court Pet Feb 26 Ord March 16

HILLER, HENRY, Camberwell High Court Pet Feb 26 Ord March 16

HIDE, WILLIAM, Hammersmith High Court Pet Feb 26 Ord March 16

HODGES, ARTHUR WILLIAM, Queen Victoria st, Financial Agent High Court Pet Feb 27 Ord March 16

HOKIN, JOHN, Plymouth, Art Dealer Plymouth Pet March 17 Ord March 17

JOSEPH, JAMES MARGARET, Ashley grdns, Spinster High Court Pet Feb 14 Ord March 15

KAUFMAN, MARY, Toosood, Cheddar, Widow Wells Pet March 5 Ord March 17

KENWORTHY, CHARLES, Saddleworth, Ironmoulder Oldham Pet March 15 Ord March 15

KENY, RICHARD, Bawdsey, Farmer Kiddminster Pet March 18 Ord March 18

LEWIS, TOM, Leeds, Greengrocer Leeds Pet March 17 Ord March 17

LAUD, THOMAS, Chester, Engine Driver Chester Pet March 15 Ord March 15

LONG, JOHN, Caversham Reading Pet March 16 Ord March 16

MAJOR, JAMES, Longford, Coal Merchant Gloucester Pet March 16 Ord March 16

MALSTY, JOHN THOMAS, Wisbech, Miller King's Lynn Pet Feb 26 Ord March 15

MARLOW, HARRY, Reading, Shop Assistant Reading Pet March 16 Ord March 16

MARRIAGE, WILLIAM, Croydon, Builder Croydon Pet March 17 Ord March 17

MATERS, MARTHA, Chatham, Innkeeper Rochester Pet March 16 Ord March 16

MILLS, SAMUEL, Hartgate, Produce Broker Leeds Pet March 12 Ord March 12

MOODY, RICHARD THOMAS, Neath, Tinman Neath Pet March 16 Ord March 16

MORDAUNT, MARY ANN, Newport, I W, Hotel Proprietor Ryde Pet March 16 Ord March 16

NEWMAN, BENJAMIN HARDING, Holborn High Court Pet March 14 Ord March 15

NICHOLSON, RICHARD, Matlock Bridge, Hydropathist Derby Pet March 15 Ord March 15

OVERBURY, ALFRED HAWKINS, Scarborough, Ironfounder Scarborough Pet March 15 Ord March 15

RHODER, ALFRED, Thirsk, Farmer Banbury Pet March 15 Ord March 15

RICHES, ROBERT, Norwich, Farmer Norwich Pet March 17 Ord March 17

SANDERSON, WILLIAM WRIGHT, Leyton, Schoolmaster High Court Pet March 15 Ord March 15

SILVER, GEORGE, Eaton Head, Stock Dealer High Court Pet Jan 30 Ord March 15

SMITH, CHARLES JAMES, Gloucester, Commission Agent Gloucester Pet March 15 Ord March 15

TAYLOR, GEORGE, Plaistow, Oil Man High Court Pet March 16 Ord March 16

ULVYATT, WILLIAM, Bishopstoke, Coal Dealer Southampton Pet Feb 28 Ord March 16

WADE, ERNEST, Halifax, Cloth Manufacturer Halifax Pet March 7 Ord March 15

WALKER, BENJAMIN, Ilkeston, Provision Dealer Derby Pet March 16 Ord March 16

WILSON, REGENDER, Keighley, Glass Dealer Bradford Pet March 3 Ord March 14

WOOSTER, JOHN, Peckham, Cycle Manufacturer High Court Pet Feb 19 Ord March 15

YOUNG, JOHN, Newhaven, Saddler Lewes Pet March 17 Ord March 17

The following amended notice is substituted for that published in the London Gazette of Mar. 13:—

HOLDEN, ARTHUR, Bradford, Designer Bradford Pet March 8 Ord March 8

ORDER RESCINDING RECEIVING ORDER.

BARKER, DIGBY HILDYARD, Bradford, Captain Bradford Pet Feb 22 Rec Ord 13

FIRST MEETINGS.

ALDERSON, WILLIAM April 3 at 11 Bankruptcy bldgs, Carey st

ANDREWS, WILLIAM CHARLES, Hove, Tailor March 29 at 10.30 Off Rec, 4 Pavilion bldgs, Brighton

BEARDMORE, SARAH ANN, Wednesbury, Licensed Victualler April 4 at 11 Off Rec, Walsall

BERESFORD, JAMES FOX, Swansea, Commission Agent March 20 at 12 Off Rec, Alexandra rd, Swansea

BERRY, CHRISTOPHER, Brockley, Jeweller March 30 at 12 24, Railway approach, London Bridge

BEARLEY, RICHARD, Halifax, Coal Merchant April 3 at 11 Off Rec, Townhall chmrs, Halifax

BUCKLE & SON, Darlington, Drapers March 28 at 3 Off Rec, 8 Albert rd, Middlesborough

BUTTERY, JOHN HENRY, Lichfield, Bootmaker April 4 at 11.30 Off Rec, Walsall

CARDWELL, JOSEPH, Newcastle on Tyne, General Dealer March 28 at 12 Off Rec, Pilgrim Lane, Newcastle on Tyne

CARROLL, MOSES, St Helens, Chemical Worker April 3 at 2 Off Rec, 35, Victoria st, Liverpool

CAULFIELD, ALFRED JOHN, Whitehaven, Tailor March 29 at 1.30 57, Duke st, Whitehaven

CECIL, THE HONOURABLE BROWNLAW THOMAS MONTAGUE, Dulwich April 3 at 2.30 Bankruptcy bldgs, Carey st

COCKREL, ERNEST LAWRENCE, Manchester, Oil Merchant March 30 at 3 Ogden's chmrs, Bridge st, Manchester

COLLETT, HENRY JOHN, Kevel, Wheelwright March 30 at 3 Off Rec, Bank chmrs, Corn st, Bristol

COLLINGWOOD, WILLIAM GEORGE, Plymouth, Solicitor April 3 at 11, 10, Atheneum ter, Plymouth

COOK, GEORGE CHESTER, Newnham, Fishmonger March 31 at 3 Off Rec, 15, King st, Gloucester

COOK, GEORGE, Sevenoaks, Farmer March 29 at 2.30 Spencer & Hether, 86, Mount Pleasant, Tunbridge Wells

COOKE, THOMAS WILLIAM, Gt Catworth, Builder March 31 at 12.30 County Court bldgs, Northampton

DAVIES, FRANCIS WILLIAM, Swansea, Accountant March 28 at 12 Off Rec, 31, Alexandra rd, Swansea

DE SAUILLON, SAMUEL HENRY, Handsworth, Glass Merchant March 30 at 11.45 22, Colmore row, Birmingham

DIBBEN, JOSEPH GEORGE, Poole, Builder March 28 at 12.30 Off Rec, Salisbury

EOKERSLEY, RICHARD, Lowton, Lancs, Farmer March 28 at 12.30 16, Wood st, Bolton

ENSON, JAMES HENRY April 3 at 12 Bankruptcy bldgs, Carey st

EVERILL, GEORGE, Birmingham, Grocer April 2 at 12 22, Colmore row, Birmingham

FAULKNER, GEORGE HENRY, Dorchester, Grocer March 28 at 1 Off Rec, Salisbury

FOTHERBY & LYSON, Horwich, Builders March 28 at 11 16, Wood st, Bolton

FROST & CO, L, Finsbury pavement, Merchants April 4 at 12 Bankruptcy bldgs, Carey st

GERMAN, EDWARD WILLIAM, Cardiff, Plasterer March 29 at 11.30 Off Rec, 29, Queen st, Cardiff

GREEN, CHARLEY, Plymouth, Dairymen March 30 at 11 10, Atheneum ter, Plymouth

GREEN, GEORGE, Darlington, Fruiterer March 28 at 3 Off Rec, 8, Albert rd, Middlesborough

HALLAM, HENRY, Bakring, Notts, Farmer March 30 at 12 Off Rec, St Peter's church walk, Nottingham

HARRIES, JOHN, Cowbridge, Grocer March 29 at 11 Off Rec, 29, Queen st, Cardiff

HODGE, WILLIAM HENRY, Mincing lane, Sugar Broker April 3 at 11 Bankruptcy bldgs, Carey st

HORDEN, DAVID, Walsall, Boat Steerer April 11 at 11.30 Off Rec, Walsall

HUGHES, WILLIAM, Monmouth, Game Dealer March 28 at 12.30 Off Rec, Gloucester Bank chmrs, Newport, Mon

JOHNSTONE, FRANCIS Crichton, Cardiff, Coal Agent March 30 at 11 Off Rec, 29, Queen st, Cardiff

JONES, DAVID, Cardiff, Chemist March 30 at 2.30 Off Rec, 29, Queen st, Cardiff

JONES, EMANUEL THEODORE, Wolverhampton, Carpenter April 10 at 12 Off Rec, Wolverhampton

JONES, EVAN, Rhayader, Labourer March 31 at 1 Off Rec, Llandilo

KATE, THOMAS, Poplar, Timber Merchant April 3 at 2.30 Bankruptcy bldgs, Carey st

KELLY, REGINALD WANSBROUGH, and CHARLES EVELYN FAYRES MICKLEFIELD, Mortimer st, Organ Manufacturers April 5 at 11 Bankruptcy bldgs, Carey st

LEWARNE, EDWARD, Fowey, Builder March 29 at 12.30 Off Rec, Boscombe st, Truro

LEWIS, JOHN, Llandilo, Colliery Haulier March 28 at 12 Off Rec, 11, Quay st, Carmarthen

LLEWELLYN, MATTHEW, Bridgend, Labourer March 29 at 2.30 Off Rec, 29, Queen st, Cardiff

LOYD, THOMAS, Chester, Engine Driver March 30 at 11.30 Crypt chmrs, Chester

MAJOR, JAMES, Longford, Coal Merchant March 31 at 3 Off Rec, 15, King st, Gloucester

MARSHALL, JAMES, Haslemere, Builder April 2 at 1.30 County Hall, Guildford

MATTHEWS, THOMAS, Aberdare, Innkeeper March 28 at 2 Off Rec, 66, High st, Merthyr Tydfil

MITCHELL, MONTAGUE, Sheffield, Yeast Dealer March 28 at 3 Off Rec, Figrace lane, Sheffield

MOORE, JOHN, King's Heath, Bootmaker April 2 at 11 23, Colmore row, Birmingham

MORDAUNT, MARY ANN, Newport, I W, Hotel Proprietor March 28 at 8 Bugle Hotel, Newport

NICHOLSON, RICHARD, Matlock Bridge, Hydropathist March 30 at 2.30 Off Rec, St James's chmrs, Derby

PAWLET, JOHN THOMAS, Clifton, Jobmaster March 30 at 3.30 Off Rec, Bank chmrs, Corn st, Bristol

PEABODY, LOUIS, Walsall, Boatbuilder April 4 at 10.30 Off Rec, Walsall

RANBY, TOM, Spalding, Cattle Salesman April 3 at 12 Law Courts, Peterborough

ROE, ROBERT HENRY, Holloway, Artist March 30 at 12.30 Bankruptcy bldgs, Carey st

SALAMAN, ERNEST, Great Winchester st, Solicitor March 29 at 12.30 Bankruptcy bldgs, Carey st

SCHNEIDER, NEIMAN, Dalton, Commission Agent April 2 at 11 Bankruptcy bldgs, Carey st

SHAYLER, JOHN WILLIAM, Newcastle on Tyne, Grocer March 28 at 11.30 Off Rec, Pink lane, Newcastle on Tyne

SHEDDOP, WILLIAM JOHN JESSE, Lambeth, Watchmaker March 29 at 11.30 Bankruptcy bldgs, Carey st

SHOEMACK, EDWARD JAMES, Bromley, Gent March 29 at 12 24, Railway app, London Bridge

SIMKINS, WILLIAM, Shillingstone, Farmer March 28 at 3 Sun Hotel, Hitchin

SMITH, CHARLES JAMES, Gloucester, Commission Agent March 31 at 4 Off Rec, 15, King st, Gloucester

STEPHENS, JOSEPH WILLIAM, Kingsland, Tobacconist April 2 at 2.30 Bankruptcy bldgs, Carey st

SWARBY, JESSE, Sutton, Leatherseller March 29 at 11.30 24, Railway approach, London Bridge

SYMONS, GEORGE SAMUEL, West Hampstead, Draper March 29 at 2.30 Bankruptcy bldgs, Carey st

THORP, JAMES, Elmdon, Essex, Innkeeper April 4 at 12 Off Rec, 5, Petty Curry, Cambridge

TOPPER, ROBERT ANDREW CAMPBELL, Liverpool, Tobacco Factor March 29 at 3 Off Rec, 35, Victoria st, Liverpool

TOWER, E MALCOLM, Mortimer st April 2 at 12 Bankruptcy bldgs, Carey st

WADE, ERNEST, Halifax, Cloth Manufacturer Halifax April 3 at 11.30 Off Rec, Townhall chmrs, Halifax

WALKER, BENJAMIN, Ilkeston, Provision Dealer March 30 at 12 Off Rec, St James's chmrs, Derby

WHITE, JOHN WILLIAM, Stoney Stratford, Builder March 31 at 1 County Court bldgs, Northampton

WILLIAMS, WILLIAM, and JAMES GEORGE WILLIAMS, Newport, Mon, Ship Carpenters March 29 at 12 Off Rec, Gloucester Bank chmrs, Newport, Mon

YORKE, JAMES FREDERICK, Liverpool, Artist April 4 at 3.30 Off Rec, 35, Victoria st, Liverpool

ADJUDICATIONS.

ADAMS, JOHN WESLEY, Clacton on Sea, Boat Maker Colchester Pet Jan 22 Ord March 14

BARBER, THOMAS ALFRED, Leeds, Draper's Traveller Leeds Pet March 16 Ord March 16

BARLOW, FRANK, Chester, Innkeeper Chester Pet Dec 22 Ord March 17

BERESFORD, JAMES FOX, Swansea, Commission Agent Swansea Pet Mar 12 Ord March 15

BLACK, JOHN ARNOTT, St Mary axe High Court Pet Feb 22 Ord March 16

BRUTON, WILLIAM JAMES, Forest Gate, Licensed Victualler High Court Pet Jan 19 Ord March 15

BUCKDEN, MORTON, Great Grimsby, Fisherman Great Grimsby Pet March 14 Ord March 14

BURROW, WALTER, Leeds, Cloth Finisher Leeds Pet March 13 Ord March 13

CAULCUTT, ALFRED JOHN, Whitehaven, Tailor Whitehaven Pet March 16 Ord March 16

CHERRITT, GEORGE, Bournemouth, Haulier Poole Pet March 16 Ord March 16

COUSINS, AUGUSTA, Oldham, House Furnisher Oldham Pet March 14 Ord March 14

COVERLEY, JOHN WILLIAM, Bolton, Clogger Bolton Pet March 14 Ord March 15

CROMBLEHOLM, HENRY JAMES, Ormskirk, Painter Liverpool Pet Mar 12 Ord March 16

CROSS, HENRY, Rochford, Butcher Chelmsford Pet March 13 Ord March 14

DALE, FRANCIS, and JAMES WILLIAM WAITES, West Stanley, Draper's Newcastle on Tyne Pet Dec 16 Ord March 15

DAVIES, D B, Upper Norwood High Court Pet Jan 9 Ord Mar 16

DAVIES, FREDERICK WILLIAM, Llandudno, Hotel Proprietor Bangor Pet March 15 Ord March 15

DAWSON, R M, United States High Court Pet April 22 Ord March 15

DIBBEN, JOSEPH GEORGE, Poole, Builder Poole Pet March 12 Ord March 17

DINNING, THOMAS, Dunston, Durham, Provision Dealer Newcastle on Tyne Pet Feb 27 Ord March 15

ECKERSLEY, RICHARD, Lowton, Farmer Bolton Pet March 15 Ord March 15

ENSON, JAMES HENRY High Court Pet Feb 7 Ord March 16

FEW, DANIEL, Poulshot, Farmer Bath Pet March 17 Ord March 17

FIRMIN, GEORGE JACOB, Norwich, Cab Proprietor Norwich Pet March 14 Ord March 15

GLASSCOCK, ANNIE ELIZABETH, Folkestone Canterbury Pet March 16 Ord March 17

HADDOCK, THOMAS MALLEY, Albany st, Clerk Pet Feb 13 Ord March 14

HARRISON, ALFRED, Adelphi High Court Pet Aug 17 Ord March 16

HART, GEORGE ELIJAH, Oldham, Licensed Victualler Winchester Pet March 16 Ord March 16

HARRIS, CHARLES, South Hackney High Court Pet March 16 Ord March 16

HODGE, WILLIAM HENRY, Mincing lane, Sugar Broker High Court Pet March 12 Ord March 14

HOSKIN, JOHN, Plymouth, Art Dealer Plymouth Pet March 17 Ord March 17

KAYE, GEORGE, Cannonbury rd, Coal Merchant High Court Pet Jan 19 Ord March 16

KENWORTHY, CHARLES, Saddleworth, Iron Moulder Oldham Pet March 15 Ord March 15

KEY, REUBEN, Bewdley, Farmer Kidderminster Pet March 13 Ord March 13

LEWIS, JOHN, Llandilo, Collier Haulier Carmarthen Pet Feb 19 Ord March 16

LEWIS, TOM, Leeds, Greengrocer Leeds Pet March 17 Ord March 17

LLOYD, THOMAS, Chester, Engine Driver Chester Pet March 14 Ord March 15

MAJOR, JAMES, Longford, Coal Merchant Gloucester Pet March 16 Ord March 16

MARLOW, HARRY, Reading, Shop Assistant Reading Pet March 16 Ord March 16

MASTERS, THOMAS, Tenterden, Watchmaker Hastings Pet March 19 Ord March 17

MATZGAR, HARRY, Forest Hill, Orchid Grower Greenwich Pet Jan 24 Ord March 16

MILLS, SAMUEL, Harrogate, Produce Broker Leeds Pet March 12 Ord March 12

MOODY, RICHARD THOMAS, Neath, Glam, Tinman Neath Pet March 16 Ord March 16

MORDAUNT, MARY ANN, Newport, I W, Hotel Proprietor Newport and Ryde Pet March 16 Ord March 16

NICHOLSON, RICHARD, Matlock Bridge, Hydropathist Derby Pet March 15 Ord March 15

OSBORNE, ALFRED, Croydon, formerly Baker Croydon Pet March 13 Ord March 16

PENNINGTON, WILLIAM JAMES, Didsbury, Builder Stockport Pet Feb 24 Ord March 17

PITT, GEORGE LANE, Leeds, Agent Dewsbury Pet March 2 Ord March 15

RHODES, ALFRED, Thirsk, Farmer Banbury Pet March 15 Ord March 17

RICHES, ROBERT, Norwich, Farmer Norwich Pet March 17 Ord March 17

SANDERSON, WILLIAM WRIGHT, Leyton, Schoolmaster High Court Pet Mar 15 Ord March 16

SHAYLER, JOHN WILLIAM, Newcastle on Tyne, Grocer Newcastle on Tyne Pet Mar 9 Ord March 13

SMITH, CHARLES JAMES, Gloucester, Commission Agent Gloucester Pet Mar 12 Ord March 15

SYMONS, GEORGE SAMUEL, W Hampstead, Draper High Court Pet Mar 12 Ord March 15

THOMSON, JOHN FERMAN, Chelsea, Builder High Court Pet Mar 12 Ord March 15

WADE, ERNEST, Halifax, Cloth Manufacturer Halifax Pet March 7 Ord March 15

WALKER, BENJAMIN, Ilkeston, Provision Dealer Derby Pet Mar 16 Ord March 16

WILLIAMS, HARRY, Leadenhall st High Court Pet Jan 24 Ord March 16

WILLIAMS, HENRY, Marybone, Builder High Court Pet Feb 22 Ord March 16

WITHEY, MARY MAUD, Portland pl, Spinster High Court Pet Jan 17 Ord March 15

YORKE, JAMES FREDERICK, Liverpool, Artist Liverpool Pet Mar 9 Ord March 17

ADJUDICATION ANNULLED.

FOSTER, FREDY FELIX, Harlesden, Pianoforte Tuner High Court Adj 22 June 1894 Annul Mar 16, 1894

EDE AND SON,

ROBE

MAKERS.

BY SPECIAL APPOINTMENT  
To Her Majesty, the Lord Chancellor, the Whole of the  
Judicial Bench, Corporation of London, &c.

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